

LEASE

The parties to this lease, executed as of December 18, 2012 are the "Landlord," initially GIANT OF MARYLAND LLC, a Delaware limited liability company, having an office at 1385 Hancock Street, Quincy, Massachusetts 02169, which entity is sometimes referred to below as the "Named Landlord," and the "Tenant," initially MONTGOMERY COUNTY, MARYLAND a body corporate and politic and a political subdivision of the STATE OF MARYLAND, through the DEPARTMENT OF LIQUOR CONTROL having its principal office at 101 Monroe Street, Rockville, Maryland 20855, which entity is sometimes referred to below as the "Named Tenant (the Landlord and Tenant may be referred to herein together as the "parties")."

ARTICLE I

Section 1.1. Demised Premises. Subject to the provisions of this lease, Landlord hereby leases the "demised premises" to Tenant, and Tenant hereby leases the "demised premises" from Landlord. The "demised premises" consist of a store containing approximately 6,477 square feet of floor area, measured from the exterior faces of exterior walls and from the center lines of party or partition walls, situated in the Shopping Center located on Goshen Road in Gaithersburg, Maryland, which is owned or leased by Landlord. The approximate location of the demised premises is shown on Exhibit A as the area shaded with diagonal lines; the Shopping Center is shown on Exhibit A.

Section 1.2. Shopping Center. The term "Shopping Center" whenever used in this lease shall be deemed to mean the entire development (shown, as it presently exists, on Exhibit A), including any and all structures, parking facilities, common facilities, and other improvements built thereon, as the same may be laid out or changed from time to time, or be reduced from time to time by eminent domain takings, dedications to public use, conveyance by the owner thereof, or otherwise, or be increased from time to time by the addition of other improved or unimproved land.

Section 1.3. Appurtenances to the Demised Premises. The demised premises are leased together with the right in Tenant subject to the other provisions of this lease, to use for customer parking and vehicular or pedestrian access to the demised premises, the parking areas, driveways, exits, entrances and walkways (if any) contained in the Shopping Center or used in connection therewith, which Landlord may, from time to time, make available. Such use shall be in common with others entitled thereto, and subject to such reasonable rules and regulations as Landlord may from time to time adopt governing the same. Landlord shall have the right to close all or any portions of the aforesaid parking areas, driveways, exits, entrances and walkways to such extent as may, in Landlord's opinion, be required to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and to close temporarily, if necessary, any part of the aforesaid areas in order to discourage non-customer parking, to permit alterations or maintenance of existing buildings and other improvements or the construction of additional buildings and other improvements, provided, however, that none of the foregoing shall materially adversely interfere with access to the Demised Premises from the common areas. The demised premises are leased with no other appurtenant rights whatsoever.

Section 1.4. Landlord's Reservations. Landlord reserves the use of the roof and exterior walls

and the right from time to time to install, maintain, use, repair, place and replace utility lines, pipes, ducts, conduits and wires in the demised premises (in locations which shall not materially interfere with Tenant's use thereof) to serve other parts of or premises in the Shopping Center.

Section 1.5. Relocation. Landlord may, at its option, and at its sole cost, on not less than 120 days notice, require Tenant to relocate for balance of the term from the demised premises to other premises in the Shopping Center, provided the relocation premises are not less than ninety percent (90%) of the size of the demised premises and are improved in substantially similar condition to the demised premises. After the date of any relocation, the relocation premises shall thereafter be deemed the demised premises for purposes of this lease and this lease shall be amended by deleting the description of the demised premises and substituting therefor a description of the relocation premises.

ARTICLE II

Section 2.1(a). Term of Lease. The term of this lease shall be the period beginning on the date Landlord delivers possession of the demised premises to Tenant (the "Commencement Date") and expiring on March 31, 2021.

Section 2.1(b). Lease Year. The term "lease year" shall mean each of the successive calendar years which fall entirely in the term of this lease, as it may be extended, but (i) if the Commencement Date is not a January 1, the first lease year shall be the period beginning with the Commencement Date and ending with the following December 31 and (ii) the last lease year shall be coterminous with the term and may therefore be less than twelve months long.

Section 2.1(c). Extension Period. Except as provided in this Section, Tenant shall have the right to extend the term of this lease upon all of the terms, covenants and conditions contained herein for one (1) extension period of five (5) years in duration (the "Extension Period"), by written notice sent to Landlord not less than one (1) year prior to the expiration of the initial term of this lease. Once exercised, the extension right shall be deemed to have been exhausted and shall not be susceptible of revival as one of the "terms" contained in the lease, to be carried forward, unmodified, into the extended term. Tenant's right to extend the term of this lease shall be void (i) if this lease is not in full force and effect when any such right is exercised, or (ii) if a Condition of Default, beyond any applicable cure period, shall exist under this lease at the time Tenant's notice of the exercise of its right to extend the term of this lease is given to Landlord or at the time such putative Extension Period is scheduled to commence. In the event Tenant fails to give notice in strict compliance with the terms of this Section, the Tenant's option to extend shall be deemed conclusively to have been waived and the lease shall not be extended beyond the expiration of the then current term.

Section 2.2. Commencement Date Agreement. After the Commencement Date and the Rent Accrual Date are known, Landlord and Tenant shall execute a Commencement Date Agreement in the form of Exhibit B attached hereto.

ARTICLE III

Section 3.1. Tenant's Covenant to Open. Subject to Section 13.7, Tenant agrees to open for business in the demised premises on or before the date which is forty five (45) days after the "Rent Accrual

Date," as defined in Section 4.1 hereof (herein the "Opening Date"). Due to the difficulty or impossibility of determining Landlord's damages as a result of Tenant's failure to open for business fully fixtured, stocked and staffed as reasonably determined by Landlord on or before the Opening Date including but not limited to, damages for loss of percentage rent, if any, and the diminished marketability, leaseability, financeability or economic value of the Shopping Center, Tenant shall pay to Landlord, in addition to the minimum rent and other amounts which Tenant is obligated to pay under this lease, an amount equal to twenty five percent (25%) of each monthly installment of minimum rent due and payable hereunder for each month or portion thereof occurring after the Opening Date during which Tenant shall not be open for business in the demised premises fully fixtured, stocked and staffed as reasonably determined by Landlord.

Section 3.2. Landlord's Cancellation Right. If Tenant shall not have opened the demised premises for the conduct of business on or before the date which is forty-five (45) days following the Opening Date, Landlord shall have the right to cancel this lease by written notice sent to Tenant at any time thereafter, but prior to such opening. Upon the sending of such notice, this lease shall terminate and be without recourse to the parties, except for Landlord's rights to recover accrued, unpaid rent and damages from Tenant for Tenant's failure to open for business. That failure shall be deemed a Condition of Default which is not curable for purposes of Article XII after Landlord has sent notice of termination under this Section.

ARTICLE IV

Section 4.1. Minimum Rent. As used herein, the term "Rent Accrual Date" shall mean the earlier to occur of (i) the date which is 105 days after the Commencement Date, or (ii) the date Tenant opens the demised premises for business. For the portion of the term beginning with the Rent Accrual Date, Tenant shall pay the minimum rent for the demised premises to Landlord without any deduction or setoff at the yearly and monthly rates set forth below:

[schedule appears on next page]

PERIOD	ANNUAL MINIMUM RENT	MONTHLY MINIMUM RENT	MINIMUM RENT/SQ. FT.
Renta Accrual Date to 3/31/2013	\$129,540.00	\$10,795.00	\$20.00
4/1/2013 to 3/31/2014	\$133,426.20	\$11,118.85	\$20.60
4/1/2014 to 3/31/2015	\$137,429.04	\$11,452.42	\$21.22
4/1/2015 to 3/31/2016	\$141,551.88	\$11,795.99	\$21.85
4/1/2016 to 3/31/2017	\$145,798.44	\$12,149.87	\$22.51
4/1/2017 to 3/31/2018	\$150,172.32	\$12,514.36	\$23.19
4/1/2018 to 3/31/2019	\$154,677.48	\$12,889.79	\$23.88
4/1/2019 to 3/31/2020	\$159,317.88	\$13,276.49	\$24.60
4/1/2020 to 3/31/2021	\$164,097.36	\$13,674.78	\$25.34
Extension Period, if applicable:			
4/1/2021 to 3/31/2022	\$169,020.36	\$14,085.03	\$26.10
4/1/2022 to 3/31/2023	\$174,090.96	\$14,507.58	\$26.88
4/1/2023 to 3/31/2024	\$179,313.60	\$14,942.80	\$27.68
4/1/2024 to 3/31/2025	\$184,693.08	\$15,391.09	\$28.52
4/1/2025 to 3/30/2026	\$190,233.84	\$15,852.82	\$29.37

The monthly rent installments shall be paid in advance on the first day of each calendar month, and shall be prorated for any partial month on the basis of a 30-day month, but minimum rent for the partial month (if any) beginning with the Rent Accrual Date shall be paid in advance on that date. No rent shall be payable for the part of the term preceding the Rent Accrual Date.

Section 4.2(a). Late Payment. Interest. If any amount payable to Landlord under this lease (including, without limitation, any monthly rent installment) is not paid within five (5) days of its due date, Tenant, promptly upon receipt of Landlord's bill therefor, shall pay Landlord interest on the unpaid amount at the rate of (i) 12% per year or (ii) an annual rate which is four percentage points greater than the "discount rate," so-called, charged by the Federal Reserve Bank of Boston for loans to member banks, which discount rate is in effect on the due date for the payment in question, whichever of those two stated rates (that in (i) or that in (ii)) shall be the higher, except that (iii) if the highest annual interest rate permitted by applicable law (the "legal rate") is lower than a stated rate appearing in (i) or (ii), the legal rate shall be substituted for each higher stated rate before determining which interest rate is to be applied in computing Tenant's liability hereunder.

Section 4.2(b). Late Charge. Tenant acknowledges that any default in the timely payment of any sum due to Landlord, including, without limitation, the monthly rent installments, will result in additional expense to Landlord, to verify the default and collect the defaulted payment. Tenant acknowledges further that the actual cost to Landlord in each particular case will vary according to the circumstances of the case and that the determination of the precise cost would, in itself, result in considerable expense. Accordingly, Tenant agrees that if any payment due to Landlord is not received prior to the fifth day following the due date, Tenant, promptly upon receipt of Landlord's bill therefor, shall pay Landlord a late charge of Two Hundred and Fifty dollars (\$250.00) (the "late charge") with respect to the delayed or defaulted payment, as liquidated damages in lieu of the actual amount of expense and other damages (other than the

defaulted payment(s)) incurred and suffered by Landlord by reason of the delay or default in payment, and not as a penalty or as additional interest. Notwithstanding the provisions of this Section 4.2(b), the late charge shall not be imposed upon Tenant for the first late payment made by Tenant during any twelve (12) month period, provided Tenant shall make such payment within ten (10) days of said payment being due.

Section 4.2(c). Repeated Default. If Tenant fails, on two separate occasions in any twelve (12) month period during the term hereof, to make payment of the full monthly rent installment on or before the due date for such installment, or if Tenant fails on two (2) separate occasions in any twelve (12) month period during the term hereof, to timely perform or observe any other covenant or agreement to be performed or observed by Tenant under this lease, then, notwithstanding any notice and cure (grace) period set forth in this lease, and whether or not, in the case of a monetary default, Tenant ultimately makes and Landlord accepts the required payment (with or without interest or the appropriate late charge) after the due date, such failure shall entitle Landlord, upon or at any time thereafter, to pursue the remedies provided in Section 12.2 and the succeeding sections of Article XII, as in the case of a Condition of Default no longer susceptible of being cured or removed by Tenant.

Section 4.2(d). Dishonored Check. If any check, draft or other instrument delivered by Tenant to Landlord in payment of any rent or other charges payable under this lease shall be dishonored by the bank or other institution upon which such check, draft or other instrument was drawn, then unless Tenant can provide evidence satisfactory to Landlord that such check, draft or other instrument was improperly or mistakenly dishonored, all payments of rent or other charges payable by Tenant to Landlord under this lease shall thereafter be made by certified or bank check made payable directly to Landlord without any intervening endorsement.

Section 4.3. BLS/CPI Adjustments. Intentionally Omitted.

Section 4.4. Other Payments. Each payment or expenditure which Tenant must make under any provision of this lease shall be deemed to be additional rent, and Landlord's rights in the event Tenant defaults in making any such payment or expenditure shall be the same as in the case of a default in paying the minimum rent.

Section 4.5. Address for Payments. All rent and other charges payable to Landlord pursuant to the provisions of this lease shall be sent to Landlord at P.O. Box 3797, Boston, Massachusetts 02241-3797, unless Landlord otherwise directs by written notice to Tenant.

ARTICLE V

Intentionally Omitted.

ARTICLE VI

Section 6.1(a). Real Estate Taxes. Tenant shall pay Landlord the amount of the real estate taxes (which shall include all betterment assessments) attributable to the demised premises ("Tenant's tax

share") for any tax year falling wholly or in part within the term. Tenant's tax share shall be paid in equal monthly installments, initially of \$782.64 in the same time and manner as minimum rent. The amount of Tenant's monthly installments shall be increased or decreased, as the case may be, upon Tenant's receipt of an estimate by Landlord of Tenant's share of real estate taxes for the then current tax year. Landlord shall send Tenant an annual statement showing the total of Tenant's payments for real estate taxes and the amount of Tenant's share of real estate tax for the then current tax year. In the event that Tenant's share of real estate taxes for a tax year as shown in said annual statement exceeds the amount of Tenant's payments for that tax year, Tenant shall pay the balance of its share of such real estate taxes to Landlord within fifteen (15) days after the delivery to Tenant of the annual statement; in the event that Tenant's share of real estate taxes is less than the amount of Tenant's payments for any tax year, the excess of such payments shall be applied toward any amounts then owed by Tenant to Landlord, and if there are none, the same shall be applied toward Tenant's rental obligations next coming due, or, if with respect to the last year of the term, the excess remaining (if any) after payment of any amounts then owed by Tenant to Landlord, shall be refunded to Tenant within sixty (60) days after the expiration of the term. Any failure by Landlord to deliver a statement to Tenant within a reasonable time shall not act as a waiver of Landlord's right to collect any excess amounts due from Tenant.

Section 6.1(b). Taxes on Tenant's Improvements. Tenant shall pay Landlord, within fifteen (15) days after receipt of Landlord's bill therefor, the entire amount of any real estate tax imposed with respect to any improvement to the demised premises made by Tenant (including, without limitation, Tenant's exterior signs), but such tax shall not be deemed a part of the real estate taxes on the Shopping Center for the purposes of Section 6.2.

Section 6.2(a). Apportionments; Tenant's Fraction; Modifications. If the demised premises are not separately assessed, Tenant's tax share for a tax year shall be the amount of real estate taxes assessed against the Shopping Center for said tax year multiplied by "Tenant's Fraction" (which shall be a fraction or decimal derived by dividing the floor area of the demised premises by the total floor area contained in all of the buildings in the Shopping Center) as originally established on the basis of the facts existing on the Commencement Date (the "original Tenant's Fraction"), or, if there has been a change in the floor area of the demised premises or in the total floor area contained in all of the buildings in the Shopping Center since the original Tenant's Fraction was established, the original Tenant's Fraction shall be modified to reflect the change(s), consistently with the provisions of this Section 6.2(a) and the measuring procedures described in Section 1.1.

Section 6.2(b). Separate Assessment. If the demised premises are assessed separately for real estate tax purposes, Tenant's tax share for a tax year shall be the total of (i) the amount of real estate taxes levied against the demised premises for that tax year and (ii) an amount equal to the result of multiplying the original Tenant's Fraction (or the most recent modification of it) by the amount of real estate taxes levied for that tax year against the Shopping Center after deducting from those taxes the amount thereof levied against the buildings contained in the Shopping Center.

Section 6.2(c)(i). Floor levels (such as storage basements and equipment room mezzanines) not used for sales purposes, and areas primarily providing for access between different premises (such as malls, passageways and corridors) and which are not used for sales purposes, shall be excluded from "floor area" in determining the denominator of Tenant's Fraction.

Section 6.2(c)(ii). For the purposes of Sections 6.1 through 6.5, inclusive, the Shopping Center shall be deemed to include all parking, service and other facilities described in Section 6.7.2, whether or not they are located in the "Shopping Center" as defined in Section 1.2. Real estate taxes shall not include taxes on any land that is intended for use in the future development of the Shopping Center until such phase has been developed and included in the Shopping Center nor shall real estate taxes include taxes of any off-site development unless such improvement is used directly for the operation and maintenance of the common facilities.

Section 6.3. Real Estate Tax Abatements. In the event that Landlord obtains an abatement of real estate taxes for any tax year during the term hereof, then Tenant's tax share for such tax year shall be adjusted to reflect its proportionate share of such abatement, calculated as provided in Sec. 6.2(a). Landlord shall, prior to calculating such adjustment, be entitled to recover any fees incurred in prosecuting such abatement, including, without limitation, the cost of attorneys' and experts' fees, together with an administrative charge of fifteen percent (15%) of the amount of such abatement for time expended by Landlord's officers, executives and employees in prosecuting such abatement. In the event that such abatement is obtained solely by Landlord's employees, then Landlord shall deduct thirty-five percent (35%) of the amount of such abatement prior to calculating the adjustment of Tenant's tax share for such tax year. Any adjustment of Tenant's tax share pursuant to this Section 6.3 shall be applied to Tenant's payments for the then current tax year.

Section 6.4. The term "real estate taxes" as used in this lease shall mean regular taxes, betterments and other special assessments, flat-rate water and sewer charges, and all other governmental levies made with respect to real property and payable by owners of such property, without regard to the identity of the authority making the impost, but no other governmental imposition shall be deemed a part of the "real estate taxes" unless the system of taxation is changed with the result that the whole or a determinable part of the taxes defined above as "real estate taxes" will be replaced by a tax or taxes imposed on owners of real property with respect to that property in a form not included in the foregoing definition, or with the result that a tax in a form not included above as a part of "real estate taxes" is imposed in addition to "real estate taxes" as defined above and presently imposed on owners of real property with respect to that property. If any such change in the tax system takes place, each such alternative tax and each such additional tax (as well as any other taxes which were already considered a part of "real estate taxes" for the purposes of this lease and which continue to be imposed) shall be considered a part of "real estate taxes" for the purposes of this lease, subject only to the requirements that (a) such alternative or additional taxes have materially different applicability to the owners of real property, or to real property, or to the income derived from real property than they do to owners of other kinds of property, to other kinds of property or to other kinds of income, and (b) the amount includable in real estate taxes attributable to the demised premises for a tax year on account of any such alternative or additional tax shall be no greater than would be the case if the Shopping Center were the only property of Landlord subject to such alternative or additional tax.

Section 6.5. Tenant's liability to Landlord under the provisions of Section 6.1 for any tax year not falling entirely within the term shall be prorated, on the basis of a 365-day year, to reflect the portion of the tax year which falls within the term.

Section 6.6(a). Common Facilities Maintenance. Tenant shall pay Landlord Tenant's share of the cost of operating and maintaining the common facilities of the Shopping Center (the "Operating Costs" more particularly defined below) during the term hereof. Tenant's share of the Operating Costs shall be the amount determined by multiplying the Operating Costs by the Tenant's Fraction (as it may have been modified pursuant to Section 6.2(a)), referred to below as the "CAM annual payment."

Section 6.6(b). Tenant shall pay the CAM annual payment in equal monthly installments (the "CAM monthly payments") initially of \$1,953.90, and pro rata for any partial month, on the basis of a thirty (30) day month. The CAM monthly payments shall be made on the days fixed for the payment of installments of minimum rent, except that the payment for the partial month (if any) beginning with the Rent Accrual Date shall be prorated and paid in advance on that date. Any adjusting payment shall be made as provided in Section 6.6(c) notwithstanding that the term has ended.

Section 6.6(c). After the end of each accounting period (which may be Landlord's fiscal year or as Landlord otherwise determines), Landlord shall deliver to Tenant a reasonably detailed statement showing, category by category, the Operating Costs for the preceding accounting period. Landlord's statement shall also show Tenant's share of the Operating Costs and the amount previously paid by Tenant with respect to its share in the form of CAM monthly payments under Section 6.6(b). In the event Tenant's share of the Operating Costs for an accounting period as shown in said annual statement exceeds the aggregate of Tenant's CAM monthly payments for that period, Tenant shall pay the balance of its share of such Operating Costs to Landlord within fifteen (15) days after the delivery of such statement to Tenant; in the event that Tenant's share of the Operating Costs for such accounting period is less than the aggregate of Tenant's CAM monthly payments for said period, the excess of such payments shall be applied toward any amounts then owed by Tenant to Landlord, and if there are none, the same shall be applied toward Tenant's rental obligations next coming due, or, if with respect to the last year of the term, the excess remaining (if any) after payment of any amounts then owed by Tenant to Landlord, shall be refunded to Tenant within sixty (60) days after the expiration of the term. The CAM monthly payments shall be recalculated annually and shall be either increased or decreased, as the case may be, in accordance with the actual amount of Tenant's share of the Operating Costs as finally computed for the preceding accounting period. Such increase or decrease shall be effected by written notice to Tenant. Landlord's notice shall take effect retroactively as of the first day of the accounting period in which Landlord gives notice to Tenant under this Section, and on the next rent payment day after Tenant's receipt of the notice, Tenant shall make such intermediate adjusting payment to Landlord as may be necessary to increase (or Tenant shall receive a credit as may be necessary to decrease) the total of the CAM monthly payments made by Tenant during that accounting period to the proper amount. Any failure by Landlord to deliver a bill to Tenant within a reasonable time shall not act as a waiver of Landlord's right to collect any such amounts due from Tenant.

Section 6.7.1. Operating Costs Defined. The "Operating Costs" shall mean the total costs of the following incurred by Landlord or for Landlord's account, together with fifteen percent (15%) of the total of all such costs for administration and overhead: (i) operation, management (which may include fees paid by Landlord to an outside management company), maintenance, repairs, and replacements of or to the common facilities or portions or elements thereof, including, without limitation, all costs and expenses with respect to lighting, heating, ventilating, air conditioning, cleaning, sweeping, personal property taxes, licensing, providing traffic control, policing, gardening, landscaping, securing, painting, redecorating,

renovating, waterproofing, removing snow, ice and rubbish, providing holiday and seasonal decorations, patching potholes and striping, the cost of personnel to implement such services (including, without limitation, salaries, wages, employee fringe benefits, payroll taxes, and workmen's compensation insurance premiums); (ii) maintenance, repair and depreciation of and on equipment used in connection with the maintenance, cleaning, lighting and operation of the common facilities of the Shopping Center; (iii) roof, structural and other repairs to the buildings in the Shopping Center (but not including fire or casualty damage covered by any insurance maintained by Landlord); (iv) repairs, alterations and improvements (whether capital or otherwise) necessary to comply with present and future laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal governmental authorities; (v) any amounts paid or incurred by Landlord on account of any claims, actions, loss, damages, liability or expenses arising out of or in connection with any bodily injury, personal injury or property damage for which no insurance proceeds are collectible by Landlord; and (vi) any reasonable professional fees which may be incurred with respect to the collection or recovery of damages which are incurred or sustained in connection with the common facilities, provided that any amounts so recovered or collected shall be offset against Operating Costs. With respect only to any capital improvement(s), renovation(s), modernization(s) or replacement(s) made to the Shopping Center, such capital improvement(s), renovation(s), modernization(s) or replacement(s) shall be deemed amortized over a period of ten (10) years from the date of completion or installation thereof, and the Operating Costs for each year from and after the date of completion or installation of any such capital improvement(s), renovation(s), modernization(s) or replacement(s) shall include such portion of the cost of any such capital improvement(s), renovation(s), modernization(s) or replacement(s) equal to 1/10th of the total cost thereof (including, without limitation, all reasonable permit fees, architectural and engineering fees, attorneys' fees and other such costs and expenses in connection therewith), until such cost shall be fully amortized. For purposes hereof, "capital improvement(s), renovation(s), modernization(s) or replacement(s)" shall not include any improvement(s) or addition(s) which add to the gross leasable area of the Shopping Center. The term Operating Costs shall not include (i) the portion of any fees paid for management of the Shopping Center to an entity controlling, controlled by or under common control with Landlord which is in excess of the highest fee that would have been charged for the same service performed by a qualified third party that was not so affiliated; (ii) the cost of correction of original construction defects or any repairs reimbursed because of warranty or Landlord's insurance or any repair or other work necessitated by condemnation, fire or other insurable casualty to the extent Landlord actually receives such reimbursement, however, ordinary wear and tear, capital replacement, expansions and additions (provided that the same do not involve the addition of new leasable area to the Shopping Center), alterations and repairs, shall be excepted from this exclusion and shall be including in the definition of Operating Costs; (iii) any real estate brokerage or leasing commissions; (iv) any payments by Landlord to any mortgagees of the Shopping Center; (v) the cost of services which Landlord is obligated to provide to only certain tenants which do not benefit all tenants; and (vi) architectural, engineering and legal fees, brokerage commissions, leasing commissions and fees, as well as renovation and alteration costs in connection with renting space in the Shopping Center for the exclusive use of other tenants or occupants of the Shopping Center.

Section 6.7.2. Common Facilities Defined. The term "common facilities" shall mean those areas and facilities which may from time to time be furnished by Landlord in or near the Shopping Center which are not demised by Landlord for the exclusive use and benefit of any one tenant or occupant within the Shopping Center, and may from time to time include (without limitation) the parking facilities, signs, driveways, exits, entrances, walkways, landscaped areas, canopies, sprinkler systems, all roof

components, coverings, surfaces and systems other than the structural roof deck, exterior surfaces of outside walls, gutters and downspouts, enclosed malls (if any), public passageways, loading docks, service corridors, storage areas, storm drainage systems, utility systems used in common by two or more occupants of the Shopping Center, and utility rooms. Landlord shall at all times have full control, management and direction of the common facilities, including, without limitation, the right at any time to change the layout of the common facilities, and the right to add to or subtract from their shape and size as well as to alter their location; provided, however, that none of the foregoing shall materially adversely interfere with Tenant's access to the Demised Premises from the common areas.

Section 6.8.

The Tenant shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of commercial general liability insurance with bodily injury limits of \$200,000 (Two Hundred Thousand Dollars) for injury (or death) to one person, \$500,000 (Five Hundred Thousand Dollars) per occurrence, and property damage insurance with a limit of \$200,000 (Two Hundred Thousand Dollars). The Tenant shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, under the Local Government Tort Claims Act, Ann. Code, Cts & Jud. Proc. Sect. 5-301 et seq. (2006 Repl. Vol) as amended.

The Tenant agrees that it will not keep in or upon the demised premises any article which may be prohibited by the standard form of fire or hazard insurance policy.

The Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the demised premises, or the occupancy or use by Tenant of the demised premises or any part thereof, or the Tenant's use of the common facilities provided by Landlord for the comfort and convenience of Tenant, occasioned wholly or in part, to such extent, by any act or omission of Tenant, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the Landlord, the Landlord's agents, and employees. Provided, however, that the Landlord provides notice of claim to the Tenant immediately. Tenant shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of Tenant's violation of any law or ordinance.

The Tenant further agrees that all personal property in the demised premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to or loss of such personal property excepting damage arising out of the willful acts of the Landlord, Landlord's agents, contractors or employees.

Within thirty (30) days of Landlord's request, the Tenant shall deliver to Landlord a certificate of insurance evidencing the coverage hereinabove described.

To the extent not arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, and only as limited by the damages caps stated in the Immunity Statutes defined below, Tenant shall indemnify and hold harmless Landlord from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, fines and penalties arising from or relating to any violation of Law,

loss of life, damage or injury to persons, property or business occurring in, about or from the demised premises, caused by Tenant's use of the demised premises or Shopping Center. Any indemnification given by Tenant under this Lease is expressly limited by the damages caps and notification requirements specified in the Local Government Tort Claims Act (the "LGCTA"), Md. Code Ann. Cts. & Jud. Proc. §§ 5-301 et seq. (2006 Repl. Vol.) Md. Code Ann. art. 2B §§ 15-201 et seq. (2005 Repl. Vol.) and Md. Code Ann. Cts. & Jud. Proc. §§ 504 et seq. (2006 Repl. Vol.) (the "Department of Liquor Control Immunity Statutes"), (the LGCTA and the Department of Liquor Control Immunity Statutes together the "Immunity Statutes"). Any indemnification given by Tenant is not intended to create any rights in any third parties.

Section 6.9. Tenant's Insurance Contribution. In addition to maintaining the coverages required by this lease, Tenant shall pay to Landlord a contribution to the costs incurred by Landlord for liability, personal injury, property damage, fire, casualty, extended coverage and other insurance premiums and costs relating to all buildings and common facilities in the Shopping Center ("Tenant's Insurance Contribution"). Tenant's Insurance Contribution shall initially be \$151.13 per month, and pro rata for any partial month, on the basis of a thirty (30) day month. Tenant's Insurance Contribution monthly payments shall be made on the days fixed for the payment of installments of minimum rent, except that the payment for the partial month (if any) beginning with the Rent Accrual Date shall be prorated and paid in advance on that date. Tenant's Insurance Contribution shall increase at the rate of one percent (1%) per year over the prior year's amount on each anniversary of the Rent Accrual Date.

[sections intentionally omitted]

Section 6.12.1. Tenant's Reports. From time to time, as Landlord may reasonably require, but not more often than annually, Tenant shall deliver to Landlord a complete and accurate list of all insurance coverage maintained by Tenant with respect to the demised premises, the Shopping Center, or the property or business of Tenant or Landlord, and shall include a statement that the Tenant maintains all the coverage required by the Lease.

Section 6.13.1 Landlord's Casualty Insurance. Landlord shall obtain and keep in force during the term of this lease a policy or policies of insurance covering loss or damage to the Shopping Center buildings and improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in an amount equal to not less than 80% of the full replacement value thereof, as the same may exist from time to time, providing protection against loss or damage by fire and other risks customarily covered by the term "extended coverage" (as such term is used in the insurance industry, but excluding earthquake or terrorism coverage). Exclusive of footings, foundations, underground pipes, conduits and drains.

Section 6.13.2 Landlord's Liability Insurance. Throughout the term of this lease, Landlord shall maintain with respect to the Shopping Center and any Common Areas comprehensive general liability insurance with appropriate contractual liability endorsements covering all of Landlord's obligations under Section 10.13.1, with a single limit of at least \$1,000,000.00 for bodily injury and property damage, all in companies qualified to do business in the state where the demised premises are located.

Section 6.13.3. Landlord's Insurance Generally. Landlord's insurance, as described in this Section 6.13, may contain reasonable deductible amounts and may be maintained under so-called "blanket" policies, which may be maintained with or by Landlord's affiliates. Moreover, Landlord shall have the right to self-insure with respect to any and all of its insurance obligations hereunder.

Section 6.13.4. Landlord shall provide a certificate of insurance evidencing the coverage hereinabove described within thirty (30 days) from execution of this Lease.

Section 6.13.5. Landlord will indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the common facilities of the Shopping Center, to such extent caused by any negligent act or omission of Landlord, its agents, contractors, or employees, excepting claims arising out of the acts or omissions of the Tenant, the Tenant's agents, and employees. Provided, however, that Tenant provides to Landlord immediate notice of any and all claims under which Tenant will rely on this indemnification.

ARTICLE VII

Section 7.1. Condition of Demised Premises. Tenant acknowledges that Tenant has had the opportunity to thoroughly inspect and examine the demised premises and has either caused said inspection and examination to be made or has elected not to do so, and Tenant is satisfied with its knowledge or the condition and state of repair of the demised premises. The demised premises are demised to Tenant in "as is" condition, without any warranty of fitness for use or occupation whatsoever, express or implied. Except as otherwise set forth herein, Tenant agrees that Landlord shall have no obligation to perform any work of construction or repair to render the demised premises fit for use or occupation, or for Tenant's particular purposes or to make them acceptable to Tenant. Notwithstanding the foregoing, Landlord agrees that upon delivery of the demised premises to Tenant the HVAC system serving the demised premises shall be in good working order. Additionally, Landlord represents and warrants to Tenant that to its knowledge without due inquiry, the demised premises do not contain asbestos containing material.

Section 7.2. Tenant's Work. Tenant shall perform all work required to permit Tenant to open the demised premises for business and shall install all fixtures and equipment necessary to enable Tenant to conduct business in the manner provided in Article VIII. (The construction work and the installation of fixtures and equipment provided for in this Section is sometimes referred to as "Tenant's Work.") Tenant shall submit to Landlord at least one printed, full-sized, legible set of Tenant's plans and specifications for Tenant's Work. Tenant's Work shall be performed at Tenant's expense and in accordance with plans and specifications (in such detail as Landlord may reasonably require) which have first been approved *in writing* by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. *forthwith.* Notwithstanding the foregoing, however, any work affecting any roofing component of the demised premises (or the building of which they are a part) shall be done at Tenant's risk and expense by a roofing contractor designated by Landlord.

Section 7.2.1. Prior to beginning Tenant's Work, Tenant shall obtain appropriate performance and payment bonds covering the labor and materials required to complete Tenant's Work and shall also obtain any other insurance coverage or protective bond which may be required by law. Tenant shall furnish the Insurance as set forth in Article VI. Tenant shall furnish Landlord with certificates of the issuance of all insurance and bonds prior to beginning Tenant's Work. All insurance and bonds shall be maintained in force until Tenant's Work has been completed.

Section 7.2.2. After the Commencement Date has occurred, Tenant shall commence Tenant's Work promptly after receipt of Landlord's notice directing Tenant to do so and stating that Landlord has approved Tenant's plans and specifications and shall diligently prosecute the same to completion on all business days.

Section 7.2.3. Landlord's approval of Tenant's plans and specifications for Tenant's Work shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities.

Section 7.2.4. Tenant shall obtain, at its own cost and expense, all permits, approvals and other permissions from any governmental authority which may be required in connection with Tenant's work. Tenant shall also obtain, at its sole cost and expense, all certificates, permits and approvals (in final form) necessary for Tenant's occupancy and use of the demised premises. Landlord agrees that Landlord shall cooperate reasonably with Tenant with respect to, and upon written notice from Tenant, shall execute within a reasonable time (if applicable authorities require the signature of the Landlord), all forms, applications and permits, which are necessary for the commencement of Tenant's work or for Tenant's initial occupancy of the demised premises, provided that such forms, applications or permits, and work, use and operations contemplated thereby, are consistent with all provisions of the lease and all applicable laws, rules, regulations and ordinances. Tenant shall pay all reasonable fees and expenses of Landlord relating to such cooperation or execution and agrees that the provisions of Section 10.13 hereof include any loss, cost or liability resulting from such cooperation or execution.

ARTICLE VIII

Section 8.1. Use. It is a condition of this lease that the demised premises be used solely for the conduct of "Tenant's Business," described below, and for no other use whatsoever.

Tenant's Business shall be the sale at retail of alcoholic beverages (beer, wine and liquor) for off-premises consumption, and ancillary thereto, the incidental sale of products related to the consumption of alcoholic beverage products only.

Section 8.1.1. Specific Restrictions on Use. Notwithstanding any other provision contained herein to the contrary, in no event shall any part of the demised premises be used by Tenant or any other party for: (i) the operation a food store or for the sale of food items or food products of any kind for consumption (whether by humans or animals) on or off the demised premises; or (ii) the conduct of drug store, pharmacy or health and beauty care business including, without limitation, the sale, display or storage of health and beauty care products, perfumes, drugs, vitamins, medicines, rubber goods, hospital or "sick room" supplies or equipment, or "patent" and "propriety" medicines; or (iii) the conduct of a business

consisting of the sale of greeting cards, gift wrapping or "party goods"; or (iv) the sale or rental of DVDs, CDs, video tapes, cassettes, disks (discs) or other forms of video and/or audio software; or (v) a dry cleaning or laundry business; or (vi) the sale of flowers, plants or other horticultural products; or (vii) a bank (including, without limitation, an ATM); or (viii) any "amusement operation," so-called, which term shall mean and include any activity consisting wholly or in substantial part of the furnishing of entertainment or amusement facilities, whether or not as a business or as a part or aspect of a business (including, without limitation, off-track betting parlors, movie theaters, "penny arcades," so-called; amusement games or devices (electronic or otherwise), "discos," so-called; so-called "strip shows," and live entertainment of any kind); or for a massage parlor, so-called or the business of the sale of so-called "adult" material such as, without limitation, magazines, books, movies and photographs; or (ix) the conduct of a business operation which regularly or with significant frequency sells merchandise of the types or qualities now commonly known as "odd lot," "close out," "clearance," "discontinued," "cancellation," "second," "factory reject," "sample," "floor model," "demonstrator," "obsolescent," "over-stock," "distressed," "bankruptcy," "fire sale," "damaged," or for a dollar-type store, or (x) any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors; or (xi) any automobile or truck sales, storage, service, fueling, washing, or repair operation; or (xii) any office or storage operations except office and storage operations which are ancillary to and a part of the conduct of a retail business in the demised premises; or (xiii) any activity that would constitute the storage, sale, lease, or other hypothecation of counterfeit goods or products, and Tenant shall not knowingly permit any counterfeit goods or products to be brought onto the demised premises.

Section 8.1.2. Incurable Default. Intentionally omitted.

Section 8.1.3. Survival. Tenant's obligations and liabilities under Section 8.1 shall survive the expiration or earlier termination of this lease.

Section 8.2(a). Intentionally omitted.

Section 8.2(b). Intentionally Omitted.

Section 8.3. Conduct of Business. At all times from and after the Opening Date, Tenant shall continuously and uninterruptedly occupy and use the demised premises for the conduct of Tenant's Business, and, subject to applicable law, shall keep the entire demised premises open for business from at least 10:00 a.m. until 9:00 p.m. local time, Monday through Saturday, and from 12:00 a.m. to 6:00 p.m. local time on Sunday, except to the extent Tenant may be prevented therefrom by causes (including economic constraints or conditions, as detailed in Section 13.25 of this lease) beyond Tenant's reasonable control. Tenant shall operate and advertise its business in the demised premises under the trade name "Montgomery County Liquors" (Tenant hereby representing that it has the right to use such name) unless Landlord shall otherwise consent. Tenant agrees to conduct its business in the demised premises at all times in a good and reputable manner so as to produce the maximum volume of sales in the demised premises. Tenant further agrees to use all of the demised premises for retail sales purposes, other than such minor portions as are reasonably required for storage and office purposes, and to use such storage and office space only in connection with the business conducted in the demised premises; to furnish and equip the demised premises with all trade fixtures which may be suitable and which are necessary for carrying on Tenant's Business in the manner provided herein; to maintain an adequate staff of trained

personnel to assure efficient and courteous service to customers; to store all trash and refuse in closed containers at locations in the demised premises which are not frequented by or generally visible to members of the public, and to dispose of the trash and refuse daily, all as provided in Section 10.8; to maintain the temperature in the demised premises between 66 degrees and 78 degrees Fahrenheit, or within such other temperature range as may be required by law; and to keep the demised premises and all appointments therein neat and clean, refurbishing (repainting as needed) all or any portion thereof from time to time as may be reasonably necessary to keep the demised premises attractive to customers.

ARTICLE IX

Section 9.1(a). Landlord's Maintenance and Repairs. Except as provided in Section 9.2(b), Landlord, after receipt of written notice from Tenant of the necessity therefor, shall make such repairs as may be reasonably necessary to put the following portions of the demised premises in good order, repair and condition: foundations, roof (but not the ceiling), marquees, structural columns and beams, and the outside walls, but not the interior surfaces thereof and not the store front. Landlord shall have no obligation to make any repairs to (nor any liability whatever with respect to) any plumbing, sprinkler, electrical, sewage, air conditioning, ventilating or heating facilities (nor with respect to the wiring, pipes, motors or fixtures used in connection therewith) unless they are contained in or pass through the demised premises and serve other premises in the Shopping Center.

Section 9.1(b). Landlord agrees that it will make available to Tenant the benefit of any builder's or manufacturer's guarantee which applies to the demised premises; and Landlord also agrees that, if damage to the glass is covered by Landlord's fire insurance, Landlord shall either replace the glass or pay Tenant the cost of such replacement, or pay Tenant the insurance proceeds received by Landlord with respect to the glass, whichever alternative represents the lowest cost to Landlord.

Section 9.1(c). If any of the portions of the demised premises listed in Section 9.2(a) shall be in need of repair to put them in good order, repair and condition (or shall require replacement because repairs are no longer effective), and the repair or replacement became necessary because of the act, default or negligence of Landlord, or of its agents, employees, licensees or contractors, then, after receipt of written notice from Tenant of the necessity therefor, Landlord, and not Tenant, shall make the needed repair or replacement.

Section 9.1(d). Subject to Tenant's obligations as set forth in Section 9.2(a) or elsewhere in this lease, Landlord shall keep the common facilities in good repair, and shall maintain the parking area, driveways, exits and entrances reasonably free of snow, ice and rubbish, except to the extent Tenant is required to do so under the provisions of Section 10.8, and shall keep such areas reasonably illuminated during the usual nighttime business hours kept by occupants of stores containing at least fifty percent (50%) of the total ground floor area contained in the buildings of the Shopping Center.

Section 9.2(a). Tenant's Repairs. Except for those repairs to be made by Landlord pursuant to Section 9.1(a) hereof, Tenant shall keep and maintain the demised premises and all fixtures and equipment therein, including without limitation, all electrical, plumbing, sprinkler, sewage, air conditioning, ventilating and heating equipment and facilities which serve the demised premises and the wiring, pipes, motors, and fixtures used in connection therewith, as well as the store front, all doors, door moldings and

frames, all automatic door opening installations, all windows, window moldings and frames, all ceilings, all floor coverings and sub-flooring, the interior surfaces of all walls, all of Tenant's signs, whether interior or exterior, and all building appliances, meters, fixtures and equipment appurtenant to the demised premises, in good order, repair and condition, making all repairs and replacements thereto as may be required (such repairs and replacements to be of the same quality, design and class as the original work). Tenant shall also replace any glass which may be damaged or broken with glass of the same quality, except as provided in Section 9.1(b).

Section 9.2(b). If any of the portions of the demised premises listed in Section 9.1(a) are in need of repair or replacement because of the act, neglect or default of Tenant (or of its agents, employees, licensees or contractors); or because of any requirements imposed by any public authority or by an insurer or the Board of Fire Underwriters by reason of any use of the demised premises by Tenant; or because of any breaking or entering into, burglary of, or vandalism in the demised premises; or because of any work undertaken by or required of Tenant under the provisions of this lease; then, in any such case, Tenant, and not Landlord, shall make the required repair, alteration or replacement.

Section 9.2(c). Tenant shall keep and maintain its fixtures and equipment and all components of Tenant's Work in good order, repair and condition while this lease remains in force. Any required replacement of any part or component of Tenant's Work shall be effected with equipment or materials of equal or better quality.

Section 9.2(d). Tenant shall not be required to make any repairs or replacements provided for in Section 9.2(a) which are necessitated by fire, casualty, takings by eminent domain or acts of or pursuant to public authority.

Section 9.3. Alterations; Additions. Tenant shall not make any alterations, additions, or improvements in or to the demised premises, except as provided in Section 9.2(b) and except for "permitted changes," which are hereby defined as improvements which do not change the perimeter of the demised premises, which do not involve or affect the roof or structure or any structural members of the demised premises or the building of which they are a part, and which cost less than \$20,000.00. Tenant shall give Landlord prior written notice of any proposed permitted change, describing it in reasonable detail. All permitted changes and other improvements shall become a part of the realty unless, upon the written request of Landlord, Landlord requires their removal at the end of the term.

ARTICLE X

Section 10.1. Rent Payments. Tenant shall pay the minimum rent and all other charges payable by it hereunder, without deduction or set-off of any kind, at the times and in the manner provided herein to Landlord at the address specified in Section 4.5 hereof or to such other address as Landlord may direct in writing.

Section 10.2. Utilities. Tenant shall pay for all utility charges as well as all sewer, fire-pipe, water, water stand-by and other charges which are attributable to the demised premises, without regard to the standards by which the charges are measured, except to the extent any such charge is included as part of "real estate taxes" on the Shopping Center or as part of "Operating Costs" under any of the provisions of

Article VI. From and after the delivery of the demised premises to Tenant, Tenant shall be responsible for maintaining sufficient heat in the demised premises to preclude the freezing of water in the pipes and fixtures.

Section 10.3. Taxes. Tenant shall pay all taxes and governmental impositions of whatever kind or nature imposed with respect to all personal property in or on the demised premises (including, without limitation, taxes on signs on the exterior of the demised premises), and Tenant shall reimburse Landlord forthwith upon request, if Landlord shall have paid any such tax in the first instance. Landlord shall use reasonable efforts to give Tenant written or telephonic or other oral notice of any such tax prior to paying the same. Any failure by Landlord to give such notice to Tenant either prior to payment or within a reasonable time thereafter shall not act as a waiver of Landlord's right to collect any such amounts from Tenant.

Section 10.4. Work by Tenant. Tenant shall pay promptly when due the entire cost of any work to the demised premises undertaken by Tenant, so that the demised premises shall at all times be free of liens for labor and materials, and Tenant shall discharge any such lien forthwith upon request of Landlord, by posting a surety company bond or otherwise, as Landlord may reasonably require. Tenant shall procure all necessary permits before undertaking such work and shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, without impairing the safety of the structure or the value of the demised premises as retail store space.

Section 10.5. Condition of Demised Premises. Tenant shall keep and maintain the interior of the demised premises and the show windows in neat and clean condition. Tenant shall keep the demised premises equipped with all safety appliances which, because of Tenant's use, may be required by any governmental authority or pursuant to any law, rule, order, ordinance, direction, regulation or other requirement of federal, state, county or municipal governmental authority, and Tenant shall keep the drains empty and clean. Tenant shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county and municipal governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the demised premises (including, without limitation, any and all state and federal copyright and trademark laws, whether statutory or common law). Tenant shall also comply with the orders and regulations of all governmental authorities having jurisdiction over the Landlord, Tenant or the demised premises, and conform to all rules and regulations of the local Board of Fire Underwriters and similar bodies. Tenant shall install all fire-fighting and fire-prevention equipment required by any such authority, board or body. Tenant shall procure and keep in good standing any licenses and permits required for any use made of the demised premises.

Section 10.5.1. Yield Up. At the end of the term, Tenant shall peaceably yield up to Landlord the demised premises and all alterations, additions and changes made to or upon the same in good order, repair and condition in all respects, except for damage resulting from fire, casualty, taking by eminent domain, or act of or pursuant to public authority.

Section 10.5.2. Removal of Goods. Upon the expiration of this lease, Tenant shall remove its goods and effects (including, without limitation, its trade fixtures, signs and such non-structural

improvements as Landlord may direct) and those of all persons claiming under Tenant and shall repair all damage caused or exposed by such removal, capping or otherwise suitably securing for reuse all utility, sewer and water lines left exposed or unconnected by such removal. In the event Tenant shall fail to remove its goods and effects and those of all persons claiming under Tenant upon the expiration of this lease as herein provided, then Landlord, after fifteen (15) days written notice to Tenant, shall have the right to dispose of Tenant's goods and effects in the manner set forth in Section 12.4.

Section 10.6. Improper Use. Tenant shall not conduct any auction sale or "going out of business" sale on the demised premises; nor injure, overload, or deface the demised premises; nor make any use thereof which is improper, offensive or contrary to any law or ordinance; nor permit any act or thing to be done on the demised premises which in Landlord's reasonable business judgment is likely to have an adverse effect on other business operations in the Shopping Center, or to create conditions which interfere with the normal use of the common facilities of the Shopping Center, or any act or thing which shall constitute a nuisance or which may make void or voidable any insurance covering the demised premises; nor cause or permit the emission of any noise or odor from the demised premises by the operation of any instrument, apparatus or equipment therein. Tenant shall pay any increased or extra premium payable for any insurance coverage maintained by Landlord, if the increase results from any act done by Tenant, including, without limitation, the conduct of Tenant's Business.

Section 10.6.1. If Tenant violates the prohibition against auction sales or going out of business sales or any of the prohibitions against any of the several forms of objectionable behavior referred to in Section 10.6 (including, without limitation, the emission of noise or objectionable odors), or if Tenant shall fail to terminate the objectionable behavior immediately upon Landlord's notice to do so (which may be given orally or by telephone), Landlord shall be entitled, then or at any time thereafter, to pursue the remedies provided in Article XII for a Condition of Default no longer susceptible of being cured or removed by Tenant.

Section 10.7. Vending Machines. Tenant shall not cause or permit to be placed in the demised premises any coin-operated (or token-operated) vending machine or device, whether the same is an "amusement device," so-called, or is intended for the sale of goods or services of any kind.

Section 10.8. Condition of Sidewalks. Tenant shall keep and maintain the sidewalks, ramps, service areas and other areas immediately adjacent to the demised premises clean and free from rubbish, trash and garbage; shall store all trash and garbage in securely closed containers within the demised premises; and shall be responsible for the regular (and reasonably frequent) removal thereof. Tenant shall not burn any trash of any kind in or about the demised premises. If Landlord has first given its written approval (which may be withheld, or revoked at any time, in Landlord's sole discretion), Tenant may store trash and garbage at locations outside of the demised premises, which have been designated for that purpose by Landlord, but any trash or garbage stored outdoors shall at all times be kept in containers which (a) have been designed for outdoor storage of trash and garbage, and (b) are substantially weather-tight and substantially immune to the activities of dogs, rats, and other animals which commonly ransack stored trash and garbage. Tenant shall keep all sidewalks, ramps, service areas and other areas immediately in front of, abutting and immediately to the rear of the demised premises free of snow and ice.

Section 10.9. Signs. Except as required by this lease or as expressly permitted by Landlord in

writing, Tenant shall not place or authorize the placing of any signs, awnings, aerials, flagpoles or the like on any part of the exterior of the demised premises (or elsewhere in the Shopping Center outside the interior of the demised premises or within the interior of the demised premises if visible through windows from outside the demised premises) except for one sign on Tenant's store front, and one sign panel on the Shopping Center monument sign in the location as shown on Exhibit C attached hereto (the "permitted signage"). Tenant shall be permitted to display the county seal on any permitted signage. Tenant's exterior store front sign shall be erected by Tenant (and thereafter maintained by Tenant in good condition) at a location on Tenant's store front designated by Landlord. Tenant's store front sign and monument sign panel, including without limitation the county seal signage, shall be of such size, design, color(s) and degree of illumination (if any) as have first been approved in writing by Landlord, whose approval may be granted or withheld in Landlord's sole and absolute discretion. Additionally, Tenant shall ensure that its permitted signage complies in all respects with all laws, regulations, ordinances and the like, and shall, at its own cost and expense, obtain any approvals, permits and permissions (without variance) which may be required from any governmental authority having jurisdiction thereover.

Section 10.9.1. In the event Landlord shall deem it necessary to remove Tenant's exterior sign(s) in order to paint or make any repairs, alterations or improvements to the demised premises' storefront, roof or other part of the Shopping Center, Tenant shall, at Landlord's election, either (i) remove said sign(s) as directed by Landlord and forthwith reinstall said sign(s) as directed by Landlord when such painting, repairs, alterations or improvements have been completed; or (ii) within seven (7) days of receipt of Landlord's bill therefor, reimburse Landlord for the reasonable costs and expenses of such removal and reinstallation.

Section 10.10. Deliveries. Except for sales and returns of goods which are carried by customers, rather than delivered by a common carrier or other type of goods-delivery service, Tenant shall not cause or authorize the removal or delivery of goods to or from any place in the Shopping Center (including, without limitation, the sales area of the demised premises) other than the loading and service areas designated therefor by Landlord, nor shall Tenant cause (or permit its agents, servants, contractors or invitees to cause) the obstruction of the sidewalks or other common facilities of the Shopping Center in any way or at any time of day or night.

Section 10.11. Landlord's Entry. Tenant shall permit Landlord to examine the demised premises at reasonable times and to show the same to prospective purchasers, lenders, tenants and occupants (Landlord shall endeavor to give Tenant at least 24 hours notice prior to any such entry), and during the four months next preceding the expiration of the term Tenant shall permit Landlord to place a sign or signs in the window(s) and elsewhere on the exterior of the demised premises advertising that the demised premises are available for sale or lease. Landlord may also enter the demised premises, without charge, to make such repairs, improvements, alterations or additions as may be necessary in order to comply with the requirements imposed on Landlord by this lease, by any overlease, or by any public authority having jurisdiction of the demised premises, and to facilitate making repairs or improvements to the demised premises or any other part of the Shopping Center, and to make repairs required of Tenant which Tenant has failed to make promptly, and to exercise any of Landlord's rights under this lease, and for any of such purposes Landlord shall have the right to use or occupy without charge such portion of the demised premises as may be reasonably necessary therefor. Landlord shall not, in the course of any such entry, unreasonably interfere with the ability of Tenant to conduct business in the demised premises, except as

otherwise set forth in this lease.

Section 10.12. Tenant's Property. Tenant covenants and agrees that all personal property of Tenant (and of those claiming under Tenant), which is in or on the demised premises shall be so at Tenant's sole risk, to the extent permitted by law, whether damage thereto results from Landlord's act (but not willful act), omission, negligence, or default under this lease, or from some other cause or agency. Without limiting the foregoing, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of other persons, whether occupying any part or all of any adjoining or connecting premises (or any part of the building of which the demised premises are a part) or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or to its or their property, from the bursting, stopping, leaking or breaking of electric cables or wires, or water, gas, sewer or steam pipes or other utility lines, fixtures, facilities or components.

Section 10.13. Intentionally Omitted.

Section 10.13.1. Intentionally Omitted

Section 10.14(a). Intentionally Omitted

Section 10.14(b). Intentionally Omitted.

Section 10.15. Assignment. Tenant shall not assign this lease or make any sublease of the demised premises or any part thereof or of the term or permit any part of the demised premises to be used or occupied by others

Section 10.16. Promotional Funds. Intentionally Omitted.

Section 10.17. Rules and Regulations. Tenant shall conform to all rules and regulations for the use and management of the Shopping Center which Landlord or an overlessor may promulgate, from time to time, and which shall be of application to occupants of premises in the Shopping Center, provided Tenant has been provided written notice of any such rules and regulations. Tenant shall cause its employees to park their cars only in such areas (if any) as Landlord may from time to time designate as employee parking areas, which in Landlord's full and absolute discretion, may be supplemental facilities located outside the Shopping Center.

Section 10.18. Hazardous Substances. Tenant shall not cause or permit the release of any hazardous substance/material or oil into the septic, sewage or other waste disposal system serving the demised premises and/or the Shopping Center, nor cause or permit the use, generation, release, disposal or storage of any hazardous substance/material or oil (except only the use and storage of fuel oil used for heating the demised premises (if required), provided the same is used and stored in compliance with any and all federal, state, and local laws, ordinances and regulations governing the same), nor commit or suffer to be committed in or on the demised premises any act which would require the filing of notice pursuant to applicable law. In addition, Tenant shall not cause or permit the transportation of any hazardous

substance/material or oil to or from the demised premises without the prior written consent of Landlord, and then only in compliance with any and all federal, state and local laws, ordinances and regulations governing such transportation. The phrase "hazardous substance/ material or oil" as used in this Section shall have the same meaning as defined and used in 42 USC §9601, et seq., as the same may be amended from time to time, or as defined in any other federal, state or local laws, ordinances and regulations applicable to the demised premises and/or the Shopping Center. Tenant shall forthwith give Landlord notice of the accidental or other introduction of any such hazardous substance/material or oil, or the release or threat of release from the demised premises of any such hazardous substance/material or oil.

Section 10.18.1. Tenant's Indemnity.

Tenant shall indemnify and hold harmless Landlord from and against all claims, demands, liabilities, damages, judgments, orders, decrees, actions, fines and penalties arising out of or in any way connected with any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material occurring in, about or from the demised premises, caused by Tenant's use and occupancy of the demised premises or Shopping Center. Any indemnification given by Tenant under this Lease is expressly limited by the damages caps and notification requirements specified in the Local Government Tort Claims Act (the "LGCTA"), Md. Code Ann. Cts. & Jud. Proc. §§ 5-301 et seq. (2006 Repl. Vol.) Md. Code Ann. Art. 25A, § 1A (2011 Repl. Volume); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.) together the "County Immunity Statutes". Any indemnification given by Tenant is not intended to create any rights in any third parties. In addition, in connection with Tenant's indemnifications pursuant to this Section 10.18.1, Tenant shall be responsible for the cost of any remediation required to be performed in, on or to the demised premises and/or the Shopping Center as a result of any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material or oil that occurs during the term of this lease at or from the demised premises.

Section 10.18.2. Tenant's obligations and liabilities under Section 10.18 and Section 10.18.1 shall survive the expiration or earlier termination of this lease.

Section 10.19. Tenant hereby covenants, represents and warrants to Landlord, that to Tenant's knowledge, by entering into this lease, Landlord shall not be required to be or become a government or public contractor

ARTICLE XI

Section 11.1. Fire and Casualty, Termination. If, at any time after the date of this lease, the demised premises, or the building of which they are a part, or the common facilities of the Shopping Center shall be substantially (fifty percent (50%) or more) damaged or destroyed (or shall suffer some other substantial adverse effect) by fire or other casualty, or by taking by eminent domain or by act of or pursuant to public authority, Landlord, at its election, may terminate this lease by written notice to Tenant sent within ninety (90) days after the occurrence of such damage, destruction or adverse effect, even though Landlord's interest has been entirely divested by a taking.

Section 11.1.1. If, at any time after the date of this lease, the demised premises shall be substantially (fifty percent (50%) or more) damaged or destroyed or adversely affected by any cause

described in Section 11.1 and if Landlord does not terminate this lease within the time provided in Section 11.1 and does not begin to restore the demised premises (as provided in Section 11.2) within one hundred twenty (120) days after the occurrence of such damage, destruction or adverse effect, Tenant, as its sole remedy, may terminate this lease by written notice to Landlord sent within thirty (30) days after the expiration of said one hundred twenty (120) day period but before Landlord has begun the restoration work.

Section 11.1.2. Any notice of termination sent under Section 11.1 or Section 11.1.1 shall take effect on receipt, and any unearned rent or other charge paid in advance by Tenant to Landlord shall be refunded.

Section 11.2. Restoration. If the demised premises shall be damaged, destroyed or adversely affected by any cause described in Section 11.1, then, unless this lease is terminated, Landlord shall restore the demised premises substantially to their condition immediately prior to such damage, destruction or adverse effect (to the extent such restoration is possible in any case of an adverse effect not including (or, if including, not limited to) physical damage or destruction), but Landlord shall have no obligation to spend more for the restoration work than the amount of insurance proceeds actually received by Landlord, or the net amount of the award offered by the taking authority after deducting Landlord's expenses in obtaining the offer, as the case may be.

Section 11.3. Rent Abatement. If the demised premises are taken, damaged or destroyed or otherwise adversely affected by a taking by eminent domain or by act of or pursuant to public authority and if, as the result of such taking, damage, destruction or adverse effect, the demised premises are rendered wholly or partly untenable, then, in any such case, the minimum rent and all items of additional rent payable by Tenant to Landlord shall be abated in proportion to the nature and extent of the injury to the demised premises until such time as the demised premises shall have been repaired and restored by Landlord (as provided for in Section 11.2) or until this lease is terminated, as provided for in Section 11.1.1. In the event the demised premises shall be damaged or destroyed by fire or other casualty, however, there shall be no abatement of rent.

Section 11.4. Taking Damages. Landlord reserves, and Tenant hereby assigns to Landlord, all rights to any award or compensation accruing on account of any damage, destruction or other "adverse effect" (which latter term shall include both the termination and the appropriation of intangible rights, such as easements, as well as other forms of limitation adversely affecting the interests of any party) suffered by the leasehold hereby created, the demised premises, the building of which they are a part, the Shopping Center or any improvement or appurtenance in, on or to any of these as a result of any condemnation or taking by eminent domain or as the result of any act of or pursuant to public authority. Tenant shall execute and deliver to Landlord such confirmatory instruments of this assignment as Landlord may from time to time request.

Section 11.4.1. The foregoing reservation and assignment do not include any award payable to Tenant for physical damage to or appropriation of Tenant's tangible personal property or for moving expenses or for any other matter, on condition, however, that such award shall be payable to Tenant by the taking authority and not by Landlord, and on the further condition that no award to Tenant shall result in any reduction in the amount recoverable from the taking authority by Landlord, by any overlessor, by the

holder of any mortgage of the Shopping Center, or by any other person having an interest in the Shopping Center other than persons, such as occupants of other premises in the Shopping Center, whose claims for damages rest on the same basis and have the same precedence as Tenant's claim.

ARTICLE XII

Section 12.1. Any of the following contingencies shall be a Condition of Default:

Section 12.1.1. Conditions of Default. If Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Tenant's part to be performed or observed, and (unless such neglect or failure is designated as a Condition of Default which is not susceptible of being cured) if (a) such neglect or failure shall continue for a period of fifteen (15) days after receipt by Tenant of written notice of such neglect or failure (except that in the case of failure to pay rent (or any frequently occurring periodic charge, whether or not that charge is stated in the lease, such as a monthly percentage payment or the CAM monthly payment) or any charge payable by Tenant for which Tenant has already been billed no notice shall be required (except as may be required by applicable law), but Tenant shall be entitled to a "grace" period of four (4) days beginning with the day following the due date); or if (b) more than fifteen (15) days are required to cure such default (because of the nature of the default and of the necessary cure), and Tenant fails, within such fifteen (15) day period to begin to cure the default, or, having begun to cure such default within the fifteen (15) day period, Tenant thereafter does not diligently proceed to cure the default within the shortest reasonable time;

Section 12.1.2. If the estate hereby created shall be taken on execution or by other process of law;

Section 12.1.3. If Tenant or any guarantor of Tenant's obligations hereunder or any person or legal entity occupying the demised premises through or under Tenant shall commit an act of bankruptcy or be declared bankrupt or insolvent according to law or if any assignment shall be made of the property of any of them for the benefit of creditors, or if any proceedings, including, without limitation, proceedings for reorganization or for an arrangement with creditors, shall be commenced under any bankruptcy or insolvency law by or against Tenant or any guarantor of Tenant's obligations hereunder or any person or legal entity occupying the demised premises through or under Tenant;

Section 12.1.4. If a receiver, guardian, conservator, trustee, assignee or any other or similar officer or person shall be appointed to take charge of all or any part of Tenant's property or such guarantor's property or the property of any person or legal entity occupying the demised premises through or under Tenant;

Section 12.1.5. If any court shall enter an order with respect to Tenant or with respect to any such guarantor or with respect to any person or legal entity occupying the demised premises through or under Tenant providing for the modification or alteration of the rights of creditors;

Section 12.1.6. If Tenant shall fail or neglect to commence Tenant's Work within fifteen (15) days after notice from Landlord that Landlord has approved Tenant's plans and specifications for that Work, or on the fifth business day after the demised premises are delivered to Tenant, if that is later; or

Section 12.1.7. If any of Tenant's fixtures or equipment are removed from the demised premises for any reason and the removed fixtures or equipment shall not simultaneously have been replaced with fixtures or equipment at least as good in quality as the fixtures and equipment removed.

Section 12.2. Landlord's Remedies. In the event any Condition of Default shall occur (notwithstanding any waiver, license or indulgence granted by Landlord with respect to the same or any other Condition of Default in any former instance), Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, then or at any time thereafter, but prior to the removal of such Condition of Default, if the Condition of Default is susceptible of being cured, shall have the right at its sole election, either:

Section 12.2.1. (Termination). to terminate this lease by written notice to Tenant, which shall take effect on the date of Landlord's dispatch of said notice or on any later date (on or prior to the expiration of the then-current portion of the term) specified in Landlord's termination notice; or

Section 12.2.2. (Possession). to enter upon and take possession of the demised premises (or any part thereof in the name of the whole) without demand or notice, and repossess the same as of the Landlord's former estate, expelling Tenant and those claiming under Tenant, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of rent or preceding breach of covenant.

Section 12.2.3. Landlord's repossession of the demised premises under Section 12.2.2 shall not be construed to effect a termination of this lease, unless Landlord sends Tenant a written notice of termination under Section 12.2.1.

Section 12.3. Reletting. Landlord shall have the right (at its sole election and whether or not this lease shall be terminated under Section 12.2.2) to relet the demised premises or any part thereof for such period or periods (which may extend beyond the term of this lease) and at such rent or rents and upon such other terms and conditions as Landlord may deem advisable, and in connection with any such reletting, Landlord may make or cause to be made such additions, alterations and improvements to the demised premises as Landlord may deem advisable.

Section 12.4. Removal of Goods. If Landlord shall terminate this lease or take possession of the demised premises by reason of a Condition of Default, Tenant, and those claiming under Tenant, shall forthwith upon receipt of Landlord's notice so directing, remove their goods and effects from the demised premises. If Tenant or any such claimant shall fail to effect such removal within fifteen (15) days of Tenant's receipt of written notice from Landlord, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as Landlord, in its sole judgment, may deem advisable.

Section 12.4.1. Tenant shall be responsible for all costs of removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid

or incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

Section 12.5. Current Damages. No termination or repossession provided for in Section 12.2 shall relieve Tenant (or any guarantor of Tenant's obligations hereunder) of their liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the original term of this lease, or of the then-current extension period, as shall be appropriate, one-twelfth of the "annual rental for the demised premises" (as defined in Section 12.5.1) less the proceeds (if any) of any reletting of the demised premises which remain after deducting Landlord's expenses in connection with such reletting. Such expenses shall include, the reasonable costs of (without limitation), removal, storage and remodeling costs, the cost of painting and refurbishing the demised premises, and attorneys' and brokers' fees. Landlord shall use reasonable efforts to relet the demised premises, and may accelerate the due date of all such damages payable hereunder at its discretion.

Section 12.5.1. The "annual rental for the demised premises" shall be the total of (i) the minimum rent, Tenant's tax share, Tenant's share of Operating Costs, and all other charges payable by Tenant (whether or not to Landlord) for the lease year ending next prior to such termination or repossession; and (ii) the largest amount of percentage rent payable by Tenant for any lease year of the term; together with (iii) the cost of heating the demised premises to prevent the freezing of pipes, while the demised premises remain vacant; and (iv) any increase in the premiums payable by Landlord for any insurance coverage maintained with respect to the demised premises, while the demised premises remain vacant, if the increases are attributable to the vacancy of the demised premises; and (v) the cost of any repairs to the demised premises which become necessary during the vacancy of the demised premises and which would have been required of Tenant under the lease if the lease had not been terminated; and (vi) the cost of any repairs to the demised premises which, notwithstanding they became necessary because of the acts of some other person(s), would probably not have become necessary if the demised premises had not been vacant.

Section 12.6. Final Damages. At any time after any such termination or repossession, whether or not Landlord has collected any current damages, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord, on demand, as liquidated final damages in lieu of all accrued; unpaid current damages and all current damages accruing beyond the date of the demand (or, if earlier, the date to which Tenant shall have paid current damages) a sum equal to the amount by which the annual rental (as defined in Section 12.5.1) payable from the date of such demand for what would have been the balance of the term shall exceed the fair net rental value of the demised premises for the same period, determined as at the beginning of that period. This Section 12.6 shall not apply in the event of a termination by Tenant pursuant to Section 13.25 hereof.

Section 12.7. Not more than ten (10) days after receipt of Landlord's bill therefor, Tenant shall pay Landlord all costs and expenses (including, without limitation, reasonable amounts for attorneys' fees) incurred by Landlord in enforcing Tenant's obligations or Landlord's rights under this lease. Any failure by Landlord to deliver a bill to Tenant within a reasonable time shall not act as a waiver of Landlord's right to

collect any such amounts from Tenant.

Section 12.8. Landlord's Default. If Tenant institutes legal proceedings with respect to an alleged failure by Landlord to perform its obligations under this Lease, and it is ultimately judicially determined that Landlord has so failed,; provided, however, that Tenant may not institute such proceedings unless it shall have first notified Landlord of such failure and Landlord shall not have cured such failure within a thirty day period, provided, further, that if Landlord begins to cure such failure during such thirty(30) day period but such obligation is of a nature that it cannot with reasonable diligence be cured within such period, and provided Landlord notifies Tenant of such fact within such thirty (30) day period and diligently continues to take all reasonable acts to expeditiously cure such failure, then such period shall be extended by the number of days required to effect such cure in such manner.

ARTICLE XIII

Section 13.1. Miscellaneous - Self Help. If Tenant shall default in the performance of any obligation imposed on it by this lease and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default (or shall not within said period commence and diligently proceed to cure such default in the shortest reasonable time, in the case of a default which by its nature or by the nature of the required cure cannot be fully cured in thirty (30) days) Landlord, without waiving or prejudicing any other right or remedy Landlord may have, shall have the right at any time thereafter to cure such default for the account of Tenant, and Tenant shall forthwith reimburse Landlord for any amount paid. Tenant's failure to reimburse Landlord shall be deemed a failure to pay the minimum rent.

Section 13.1.1. If it shall be necessary to do so to protect the real estate or Landlord's interest therein, or to prevent injury to persons or damage to property, Landlord may cure a default by Tenant, as provided in Section 13.1, before the expiration of the waiting period but after written, oral, or telephonic notice to Tenant. If Tenant's defaulted obligation under this lease consists of a payment of money to a person or legal entity other than Landlord (e.g., an insurance premium), then Landlord may cure the default under this Section 13.1.1.

Section 13.2. Mortgages, Overleases. This lease shall be subordinate to any mortgage of the Shopping Center to which Landlord's interest in the Shopping Center is subordinated and to any overlease by or under which Landlord holds its interest therein, regardless of the time when any such mortgage or any such overlease (or any notice thereof) is executed or recorded, with the effect (except as provided in Section 13.2.2) that this lease shall automatically terminate, without any liability or obligation of Landlord therefor, upon the foreclosure of any such mortgage or the termination of any such overlease for any reason. Neither Landlord nor any holder of an interest in any overlease of the Shopping Center shall have any obligation to Tenant to exercise any extension rights (or to refrain from exercising any termination rights) which Landlord or such holder may have under the terms of any instrument governing the rights in the Shopping Center of Landlord or of such holder, nor shall Landlord or any such holder have any liability to Tenant for any failure to exercise any extension rights (or to refrain from exercising any termination rights).

Section 13.2.1. The provisions of Section 13.2 shall be self-operative, but Tenant hereby agrees to execute and deliver such confirmatory instruments of subordination as any mortgagee or overlessor of the Shopping Center may require, as well as any instrument of attornment providing for the continued efficacy of this lease notwithstanding the foreclosure of any such mortgage or the termination of any such overlease.

Section 13.2.2. If this lease shall be subordinated to a mortgage, as provided in Section 13.2, then Landlord, if Tenant shall so request in writing, shall use reasonable efforts (but at Tenant's expense) to obtain for Tenant a "mortgagee's non-disturbance agreement," so-called, to be prepared by Landlord at Tenant's expense and to be executed by Tenant and the holder of such mortgage, substantially in the form attached hereto as Exhibit E. For the purposes of the preceding sentence, Landlord's obligation to use reasonable efforts shall be satisfied if Landlord sends one written request for such an agreement to the mortgagee. If Tenant and such holder shall execute such agreement, then, in the event such mortgage shall be foreclosed, this lease shall not terminate (as provided in Section 13.2), but shall continue in force in accordance with its terms and in accordance with the terms of such non-disturbance agreement.

Section 13.2.3. Offset Statements/Estoppel Certificates. Within fifteen (15) days after receipt of Landlord's written request therefor, Tenant shall execute and deliver to Landlord, any mortgagee, overlessor, purchaser, or other third party a statement substantially in the form of Exhibit F attached hereto.

Section 13.3. Security Deposit. Intentionally omitted.

Section 13.4. Waiver. Landlord's failure to complain of any act or omission on the part of Tenant, or to complain of any deficiency in any payment or performance tendered by Tenant (however long the same may continue), nor the payment or acceptance of all or a part of the annual rental for the demised premises (nor the performance, either complete or partial, or acceptance of performance, either complete or partial of any other obligation), regardless of any accompanying statement, assertion or qualification at the time the payment or performance is tendered, shall never be deemed to waive or to preclude the exercise of any of Landlord's rights hereunder. No waiver by Landlord shall be effective except by written instrument describing the waiver explicitly and signed by Landlord. No waiver of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same occasion or the grant of such consent or approval of the same or any other action on any subsequent occasion. Each right and remedy which Landlord may have under this lease or by operation of law shall be distinct and separate from every other right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two (2) or more or all such rights and remedies may be exercised at the same time or successively.

Tenant's failure to complain of any act or omission on the part of Landlord or to complain of any deficiency in any performance tendered by Landlord (however long the same may continue), (nor the performance, either complete or partial, or acceptance of performance, either complete or partial of any other obligation), regardless of any accompanying statement, assertion or qualification at the time such

performance is tendered, shall never be deemed to waive or to preclude the exercise of any of Tenant's rights hereunder. No waiver by Tenant shall be effective except by written instrument describing the waiver explicitly and signed by Tenant. No waiver of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or consent to any subsequent breach of the same or any other provision. If any action by Landlord shall require Tenant's consent or approval, the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same occasion or the grant of such consent or approval of the same or any other action on any subsequent occasion. Each right and remedy which Tenant may have under this lease or by operation of law shall be distinct and separate from every other right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two (2) or more or all such rights and remedies may be exercised at the same time or successively.

Section 13.5. Notices. All notices, demands and requests required or permitted under this lease and which are not expressly permitted to be given orally or by telephone, shall be in writing and shall be sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

TO LANDLORD:

Giant of Maryland LLC
1385 Hancock Street
Quincy, Massachusetts 02169
Attn: Senior Vice President - Real Estate

with a copy under separate cover to:

Giant of Maryland LLC
1385 Hancock Street
Quincy, Massachusetts 02169
Attn: Vice President - Real Estate Law

TO TENANT:

Montgomery County, Maryland Department of Liquor Control
16650 Crabbs Branch Way
Rockville, MD 20855

with a copy to:

Montgomery County, Department of General Services
Office of Real Estate

101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

with a copy that does not constitute notice to:

Office of the County Attorney
for Montgomery County Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

Notices, demands and requests given to Landlord and Tenant in the manner aforesaid shall be deemed to have been delivered on the postal service's delivery date, shown on the certified or registered mail return receipt for such notice, except that if any such notice is returned to the sender by the postal service for any reason, the notice shall nevertheless be deemed conclusively to have been delivered on the earliest date on which delivery by the postal service was attempted, as indicated by the postal service endorsement on the cover of the returned notice. Except for a written notice specifically declared to take effect on its dispatch by the lease provision requiring or permitting the notice, every written notice hereunder shall take effect when delivered. During the period of any postal strike or other interference with the mails, commercial delivery capable of providing proof of delivery, such as Federal Express, shall be substituted for registered or certified mail. Any notices expressly permitted under this lease to be given orally or by telephone shall be confirmed in writing within seven (7) days by registered or certified mail. Landlord and Tenant shall have the right to change the address for receipt of notice by a notice given as aforesaid, provided, however, that anything contained herein to the contrary notwithstanding, written notice sent to Tenant at the demised premises shall conclusively be deemed to have been sent to Tenant's most current address for notices.

Section 13.6. Quiet Enjoyment. If Tenant shall pay the minimum rent and all additional rent and other charges reserved and imposed by the terms of this lease and shall fully and promptly discharge all of the other obligations imposed on Tenant by the terms of this lease (whether requiring Tenant to act or to refrain from doing so), then Tenant shall peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by Landlord or by any person lawfully claiming under Landlord, subject only to the provisions of applicable law, to the terms of this lease, and to the terms of any instrument to which this lease is subordinate.

Section 13.7. Delays. In any case where either party hereto is required to do any act, the date (or the period) by (or in which) the act is to be performed shall be postponed (or enlarged) by a period equal to any delay caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials, fuel, electricity (or other relevant form of energy) or equipment, or resulting from government regulations or other causes (not including financial inability to perform, except if as a result of non-appropriation, but only on the condition that funds are properly and duly requested in accordance with all statutory and other procedural requirements) beyond such party's reasonable control, whether such date (or time period) be designated specifically (e.g. "October 24, 2006", "within 120 days after such filing") or described as (or with reference to) a "reasonable time."

Section 13.8.1. "Tenant" Defined, Successors. The term "Named Tenant" (as well as the term "Tenant") and the pronouns referring thereto shall mean the party (or parties) named originally in this lease as such. When the context permits or requires it, the term "Tenant" shall also mean any party or parties succeeding by operation of law to the interest of the Named Tenant and any party or parties responsible for Tenant's obligations under this lease by operation of the provisions of Section 10.15.1 or otherwise. If there is more than one party named (or responsible) as Tenant at any time, the covenants of Tenant shall be the joint and several obligations of each of those parties, and if Tenant is a partnership or limited liability company, the covenants of Tenant shall be the joint and several obligations of each of the partners or members (as the case may be), and the obligations of the partnership or limited liability company (as the case may be).

Section 13.8.2. Intentionally Omitted.

Section 13.8.3. Except as expressly otherwise provided by any provision of this lease, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns, respectively, of the Landlord and Tenant.

Section 13.8.4. Patriot Act; OFAC; Anti-Terrorism Act. Tenant hereby represents and warrants that:

- (a) it is not designated as a individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," which became effective on September 24, 2001 (the "Order"); and
- (b) it is not owned or controlled by, or acting on behalf of an individual or entity which would violate the Order; and
- (c) it has not and will never assist in, sponsor, or provide financial, material, or technological support for, or financial or other services to or in support of, acts of terrorism or individuals or entities designated in or under the Order; and
- (d) it is not otherwise associated with certain individuals or entities designated in or under the Order; and
- (e) to the extent permitted pursuant to this lease, it shall not enter into any sublease of space within the demised premises with, or allow the demised premises to be occupied by, any person, group, entity, or nation named in the Order or named on the SDN list which can be found at <http://www.treas.gov/offices/enforcement/ofac/sdn>; and
- (f) to the extent permitted pursuant to this lease, it shall not assign this lease to any person, group, entity, or nation named in the Order or named on the SDN list which can be found at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

Section 13.8.5. Intentionally Omitted.

Section 13.9. Limitation of Landlord's Liability. If at any time during the term of this lease, the Landlord's interest hereunder shall be held by anyone acting in a fiduciary capacity, then notwithstanding any other provision of this lease, the Landlord's obligations hereunder shall not be binding upon such fiduciary individually or upon any beneficiary or shareholder for whom such fiduciary acts, but only upon

such fiduciary in that capacity and upon the trust estate.

Section 13.9.1. The covenants of Landlord contained in this lease shall be binding upon each party holding the lessor interest herein only with respect to breaches occurring during the time of that party's ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for the satisfaction of any claim or judgment against Landlord, it being specifically agreed that neither the Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. The provisions contained in the foregoing sentence are not intended to limit any right that the Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successor in interest, or to prevent Tenant from taking or prosecuting any other action which does not result in the personal liability of any person holding the lessor interest in this lease to respond in monetary damages in excess of the value of that person's interest in the Shopping Center.

It is further understood and agreed that with respect to any rights which may be provided for in Section 1.3, as well as with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing by strike or lockout, by equipment breakdown, by accident, by order or regulation of or by any governmental authority, by failure (for any cause) of supply, supplies, parts, or labor necessary to furnish such services, by war or other public emergency, by any cause beyond the Landlord's reasonable control, by any cause due to any act or neglect of the Tenant or its servants, agents, employees, or licensees or due to any act or neglect of any person claiming by, through or under the Tenant, or by the termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord; and in no event shall the Landlord ever be liable to Tenant for any indirect or consequential damages.

Section 13.10. Brokers. Landlord and Tenant warrant and represent to each other, upon which warranty and representation Landlord and Tenant have each relied upon in the execution of this lease, that neither Landlord nor Tenant has had any dealings of any kind with any broker in connection with the demised premises, or in connection with any rights (or any other premises) in the Shopping Center, or in connection with the transaction represented by this lease other than H&R Retail, Inc. and CB Richard Ellis, Inc. Landlord shall pay any fee or commission owed to H&R Retail, Inc. in connection with this lease pursuant to a separate agreement between Landlord and H&R Retail, Inc., and the parties hereto understand that any fee or commission owed to CB Richard Ellis, Inc. will be paid by H&R Retail, Inc. pursuant to a separate agreement between H&R Retail, Inc., and CB Richard Ellis, Inc. Landlord and Tenant shall each indemnify and save each other harmless from and against any and all claims, losses, costs, damages and/or expenses (including without limitation, reasonable amounts for attorneys' fees) arising out of or in connection with the claim of any person or legal entity, other than the above-named brokers, for any fee, commission or payment on account of any interest in the demised premises or the Shopping Center on account of this lease or the transaction represented hereby.

Section 13.11. Assignment by Landlord. If Landlord assigns Landlord's interest in this lease or the rents payable hereunder (conditionally or otherwise) to the holder of a mortgage or deed of trust of the demised premises, Tenant agrees that neither the assignment by Landlord nor the acceptance thereof by such holder shall be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall (a) specifically elect to do so by written notice sent to Tenant, or (b) take possession of the demised premises, with or without the foreclosure of such holder's mortgage or

deed of trust.

Section 13.11.1. Tenant shall execute such instruments as may be required to assure such holder that without the written consent of such holder (i) no rent or other charge shall be prepaid hereunder other than in accordance with the express provisions of this lease, (ii) no modifications shall be made in the provisions of this lease nor shall the term be extended or renewed, except as provided herein, (iii) this lease shall not be terminated except as provided herein nor shall Tenant tender or effect a surrender of the lease except incident to a termination provided for herein, and (iv) this lease shall not be subordinated to any lien subordinate to such mortgage or deed of trust.

Section 13.12. Every provision of this lease obligating Tenant shall be construed to be both a covenant and a condition.

Section 13.13. The rights of the parties are governed by the terms of this lease which is to be interpreted in accordance with federal law (where applicable), in accordance with the laws of the state in which the demised premises are located (as regards those provisions of the lease pertaining solely to any interest in real property), and in accordance with the laws of the State of Maryland, with respect to all other provisions. Should any controversy arise by and between Landlord and Tenant concerning any terms and conditions contained in this lease, or the payment of monies due hereunder, each of the parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the State of Maryland where the demised premises is located.

Section 13.14. If Tenant continues in occupancy of the demised premises after the end of the term, such occupancy shall be deemed a tenancy at sufferance, terminable at Landlord's election without notice to Tenant or anyone claiming under Tenant, whether or not Landlord receives any payments for use and occupancy of the demised premises during such tenancy. Tenant's liability for such use and occupancy after the term of this lease ends shall be calculated at the rate of one and half (1.5x) the sum of (a) the annual minimum rent, Tenant's tax share, Tenant's share of Operating Costs, and all other charges payable by Tenant under this lease for the previous twelve months of the term, and (b) the highest amount of percentage rent payable for any prior lease year during the term, prorated and payable for each day of such occupancy; provided, however, that if Tenant is negotiating in good faith for a new lease for the demised premises or an extension of the term this lease with the Landlord at the time of such continued occupancy, then for the first six months of such good faith negotiations during such continued occupancy following the expiration of the lease term, the use and occupancy rate shall be the sum of (a) the annual minimum rent, Tenant's tax share, Tenant's share of Operating Costs, and all other charges payable by Tenant under this lease for the previous twelve months of the term, and (b) the highest amount of percentage rent payable for any prior lease year during the term, prorated and payable for each day of such occupancy.. Tenant shall pay any amount due under this Section within five (5) days after receipt of Landlord's bill therefor. Any failure by Landlord to deliver a bill to Tenant within a reasonable time shall not act as a waiver of Landlord's right to collect any such amounts due from Tenant.

Section 13.15. The term "person," except when qualified in some limiting way (as in the phrase "natural person") shall mean and include not only all natural persons but all other "legal entities" such as corporations, limited liability companies and partnerships, which are or may be recognized by law as acceptable organizational forms for use in operating a business or conducting any other lawful activity,

whether private, governmental or mixed.

Section 13.16. The terms "business day" and "business days" shall not include or refer to Saturday, Sunday or any "legal holiday," which latter term shall mean and include those days for which employees who are paid on an hourly basis are entitled to receive premium pay from their employers, by operation of the laws of the United States or of the state in which the demised premises are located.

Section 13.17. Any pronoun shall be read in the singular or plural number and in such gender as the context may require.

Section 13.18. If any restrictive provision set forth (or incorporated by adoption or reference) in this lease shall be deemed, by a court of competent jurisdiction, to be excessive in scope, duration or geographic extent, the provision shall be effective to such extent, for such period of time and over such geographic area as such court, after an evidentiary hearing, shall deem is reasonable. If any other provision of this lease shall be determined to be void or unenforceable by a court of competent jurisdiction, the remaining provisions shall not thereby be affected.

Section 13.19. Any reference made in this lease to an Article, Section, subsection or other type of subdivision of this lease shall be construed as a reference to the entire Article (including all of its Sections, subsections and other subdivisions), to the entire Section (including all of its subsections and other subdivisions) or to the entire subdivision (including all of its further subdivisions), as the case may be, and shall be construed as a reference to any appendix provision or exhibit which complements, supplements or modifies the provision to which it refers.

In this lease, the use of the words "such as," "include," "including," and "as in" shall not (unless specifically provided to the contrary) be deemed to limit the generality of the term or clause to which it reference regardless of whether non-limiting language (such as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that would reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 13.20. Tenant acknowledges that Tenant has had the opportunity to review and discuss this lease with legal counsel and any other advisors of Tenant's choosing, and agrees that this lease shall not be interpreted or construed more strictly against one party or the other merely by virtue of the fact this it has been drafted by counsel to the Landlord or Tenant. The parties acknowledge that in the course of negotiating this lease their respective representatives have gradually reached preliminary agreement on the several terms set forth in this instrument. The parties acknowledge and agree that at all times they have intended that none of such preliminary agreements (either singly or in combination) shall be binding on either party, and that they shall be bound to each other only by a single, formal, comprehensive document containing all of the agreements of the parties, in final form, which has been executed by a duly authorized officer of Landlord and by Tenant or a duly authorized representative of Tenant. The parties acknowledge that none of the prior oral and written agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this lease. The submission of this instrument for examination does not constitute a

reservation of or option for the demised premises but shall become effective as a lease only upon said execution and delivery by both Landlord and Tenant.

Section 13.21. Any schedule, exhibit, table of contents, index or appendix attached to this lease shall be deemed a part of the lease.

Section 13.22. Rule Against Perpetuities. Notwithstanding any provision in this lease to the contrary, if the first lease year of the term has not commenced within fifteen (15) years after the date of this lease, this lease shall automatically terminate on the fifteenth (15th) anniversary of the date of this lease. The sole purpose of this provision is to avoid any possible interpretation of this lease as violating the Rule Against Perpetuities, or any other rule of law or equity concerning restraints on alienation.

Section 13.23. Independent Covenants. It is the intention of the parties hereto that: (a) the obligations of Tenant hereunder, including, without limitation, Tenant's obligation to pay minimum rent, additional rent, and all other sums payable by Tenant under this lease, shall be separate and independent covenants and agreements, and such obligations shall not be affected by Landlord's failure to perform any of Landlord's obligations under this lease; and (b) no breach or default by Landlord of its obligations under this lease shall give rise to a right in Tenant to offset, abate, cease, suspend or withhold minimum rent or additional rent under this lease or to terminate this lease, except pursuant to the express provisions of this lease.

Section 13.24. Non-Discrimination. Landlord agrees to comply with the non-discrimination policies in Tenant contracts as required by Section 11B-33 and Section 27 of the Montgomery County Code 2004, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the Tenant that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

Section 13.25. Non-Appropriation. Landlord acknowledges that the Tenant has appropriated funds only for payment of rent for the first year of the term of this lease. Landlord further acknowledges and agrees that the Tenant's obligations under the lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the Tenant. The term Tenant, as used in this Section 13.25, includes the Montgomery County Executive, the County Council, and all County employees and agents of the County. The Tenant makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of rent. Landlord acknowledges and agrees that the Tenant's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim for unpaid rent or other damages, of any kind or nature whatsoever, against the Tenant if funds are not appropriated in future years for payment of rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the Tenant to appropriate funds.

If the Tenant, in its sole discretion, elects not to appropriate funds for payment of rent in future years of this lease, then this lease shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated.

The Tenant's fiscal year begins July 1 and ends June 30. It is anticipated that the final action on the Tenant's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. The Tenant shall give the Landlord notice, in writing, seven (7) business days after the Tenant makes a final decision not to appropriate funds sufficient for the Tenant to pay rent for a full fiscal year under this lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the Tenant has appropriated funds sufficient to pay rent and will state the date by which the Tenant will vacate the demised premises. If this lease is terminated under this Section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this lease.

Section 13.26. Public Employment. Landlord understands that unless authorized under Chapter 19A and Section 11B 52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

IN WITNESS WHEREOF, the parties hereto have executed this lease as a sealed instrument on the date first specified above.

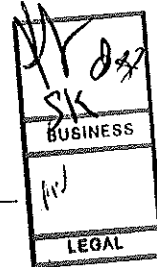
LANDLORD:

GIANT OF MARYLAND LLC

By: 

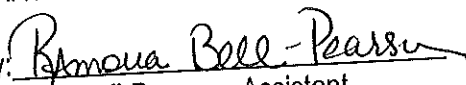
Name:

Title:



TENANT:

MONTGOMERY COUNTY,
MARYLAND

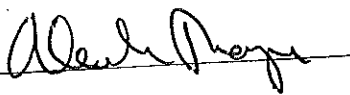
By: 

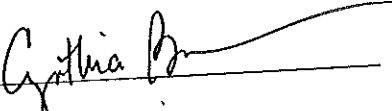
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE

RECOMMENDED

COUNTY ATTORNEY

By: 
Associate County Attorney

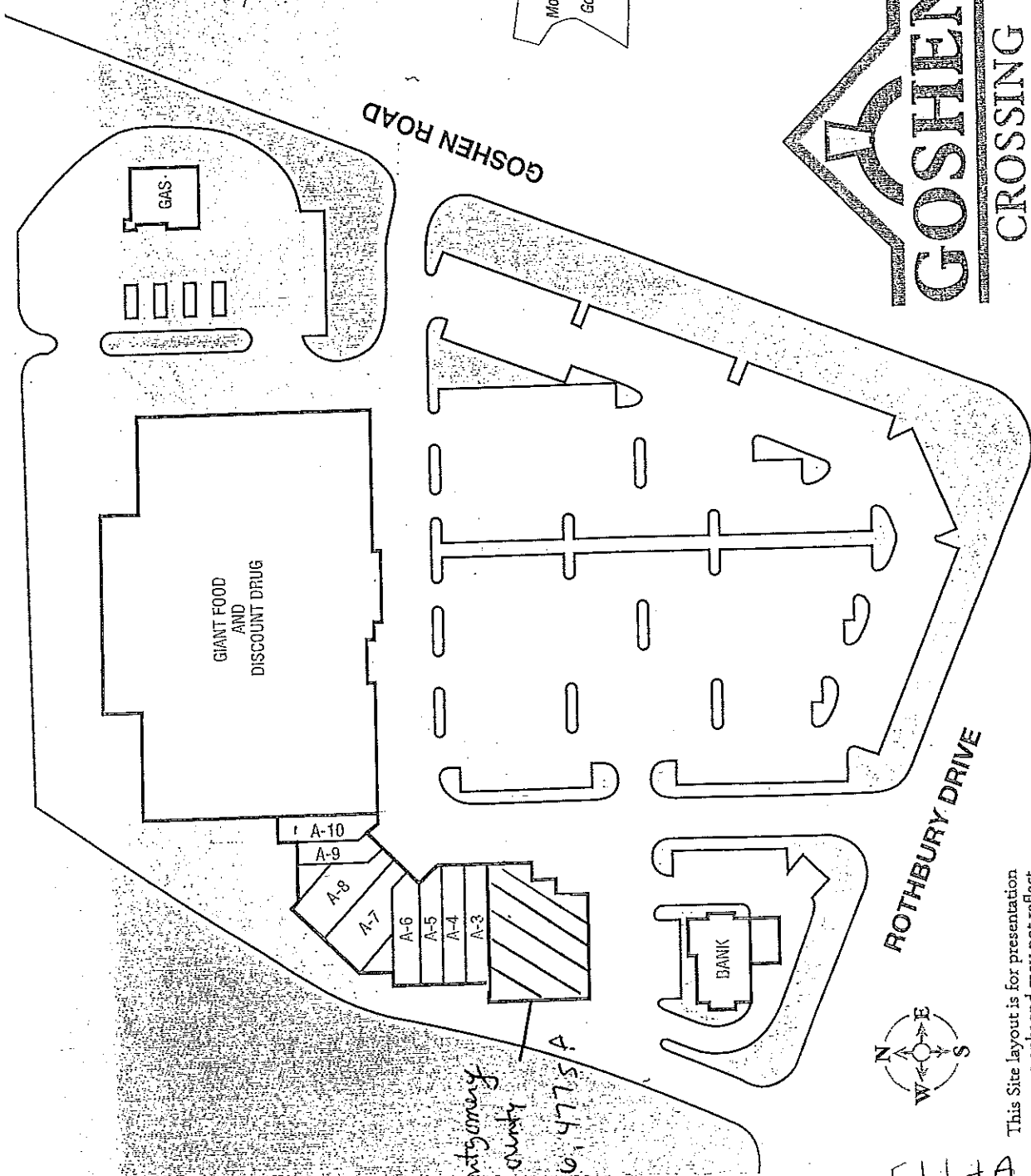
By: 
Cynthia Brenneman, Director
Office of Real Estate

Date: 12/10/12

Date: 12/7/12

Each hereunto duly authorized.

EXHIBIT A
Site Plan
(see § 1.1)



GOSHEN CROSSING

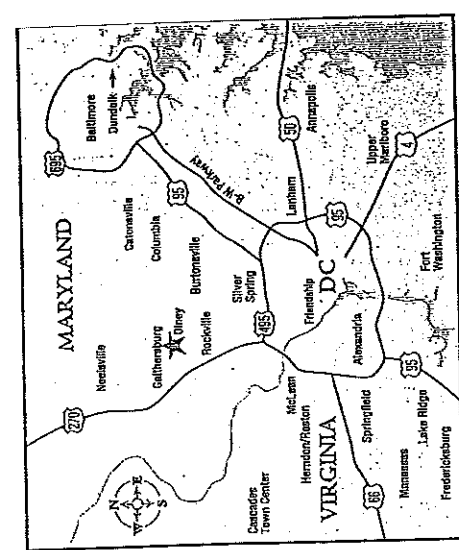
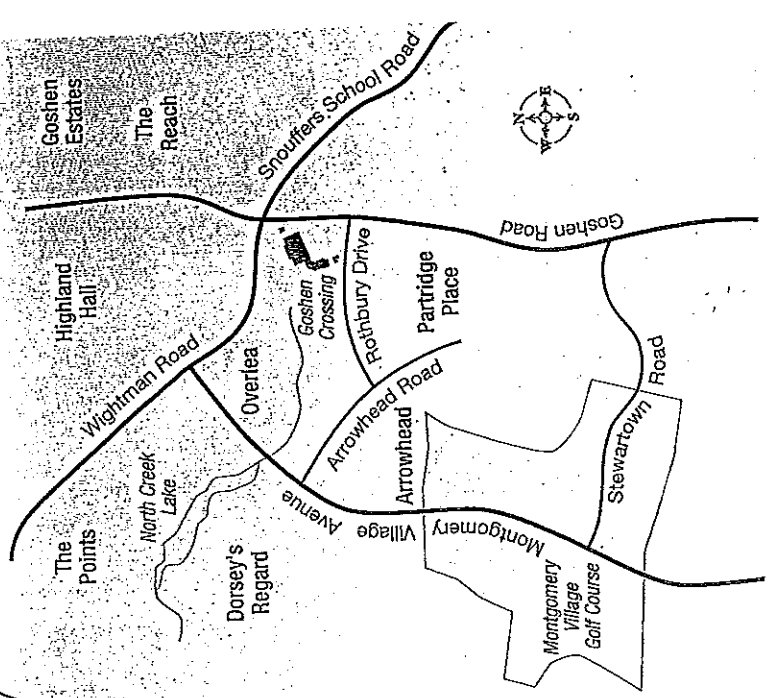
Montgomery Village/Gaithersburg,
Montgomery County, Maryland

Situated in the rapidly growing northeast portion of Montgomery Village, our Goshen Crossing Shopping Center is surrounded by a complete spectrum of residential housing: single family homes, townhouses, apartments, and duplex units of a variety of styles and sizes. This high traffic intersection of Goshen and Wightman Roads provides smooth access to the center from the surrounding community and those markets outside the community, thus supporting an exciting mix of service, food, and boutique-type shops.

This Site layout is for presentation purposes only and may not reflect actual tenant space, building dimensions, or parking design.



Exhibit A



GFS Realty, Inc.
6300 Sheriff Road,
Landover, Maryland 20785
301-341-8493

Mailing Address:
Dept 670
P.O. Box 1804
Washington, D.C. 20013

EXHIBIT B
Commencement Date Agreement
(see § 2.2)

THIS COMMENCEMENT DATE AGREEMENT is dated as of _____, 201_ is between GIANT OF MARYLAND LLC, a Delaware limited liability company, having a mailing address of 1385 Hancock Street, Quincy, Massachusetts 02169 ("Landlord"), and MONTGOMERY COUNTY, MARYLAND a body corporate and politic and a political subdivision of the STATE OF MARYLAND, through the DEPARTMENT OF LIQUOR CONTROL having its principal office at 101 Monroe Street, Rockville, Maryland 20855 ("Tenant").

WITNESSETH:

1. Reference is made to a certain lease dated as of _____, demising certain store premises containing approximately 6,477 square feet of floor area in the Shopping Center located on Goshen Road in Gaithersburg, Maryland (hereinafter the "Lease").
2. Landlord and Tenant are the current holders, respectively, of the Landlord and Tenant interests in the Lease.
3. The Commencement Date as defined in Section 2.1 of the Lease has occurred, and Landlord and Tenant agree to enter into this Agreement in order to state affirmatively that the Commencement Date has occurred.
4. The Rent Accrual Date as defined in Section 4.1 of the Lease has occurred, and Landlord and Tenant agree to enter into this Agreement in order to state affirmatively that the Rent Accrual Date has occurred.

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree with each other as follows:

1. The "Commencement Date" as defined in the Lease occurred on _____ and accordingly, the original term of the Lease will expire on _____, subject to Tenant's right to extend the original term for _____ Extension Period(s) beginning on _____ and expiring on _____.
2. The "Rent Accrual Date" as defined in the Lease occurred on _____.
3. The Lease is currently in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Date Agreement to be duly executed as of the day and year first above written.

LANDLORD:

GIANT OF MARYLAND LLC

By: _____
Name:
Title:

TENANT:
MONTGOMERY COUNTY, MARYLAND

By: _____
Ramona Bell-Pearson, Assistant
Chief Administrative Officer

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: _____
Associate County Attorney

By: _____
Cynthia Brenneman, Director
Office of Real Estate

Date: _____

Date: _____

By: _____
Name:
Title:

Each hereunto duly authorized.

EXHIBIT C
Tenant's Monument Sign Panel Location
(see § 10.9)



GOSHEN CROSSING

PHARMACY

GIANT

FOOD

Mont County

HAIR CUTTERY
FASHION CLEANERS
ORIENT GARDEN
CHEVY CHASE BANK

PET VALU
GOSHEN SUKOCO
ESSENSUALS SALON & SPA
CAPRIO'S PIZZA

EXHIBIT D
Tenant's Store Front Sign Plans
(see § 10.9)

INTENTIONALLY OMITTED

EXHIBIT E
Tenant Form SNDA
(see § 13.22)

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this _____ day of _____, 2012 among _____ (the "Lender"), with an address at _____, _____, ("Landlord"), with an address at _____, _____, and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), with an address at _____, _____ (the Lender, the Landlord, and the Tenant together the "Parties").

RECITALS

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____ as amended by the _____ (the "Lease"), whereby Tenant leased from Landlord those certain premises, containing approximately four _____ (_____) square feet ("Leased Premises") located within the _____ Shopping Center, with an address at _____ ("Shopping Center") and more particularly described on EXHIBIT A, attached and incorporated as if fully set forth (the "Property").

B. Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount not to exceed _____ (\$_____) (the "Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the Premises under the Terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in

performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant by first class mail, postage prepaid and certified mail to the address provided below, that all payments of rent and additional rent due under the Lease must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS MADE TO LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE TENANT FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to any claim for payment made by the Landlord or any party claiming through the Landlord for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as Tenant complies with and performs all of Tenant's material obligations under the Lease, (a) the Lease will remain in full force and effect as a direct Lease between the Lender, including the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. Tenant will not terminate or rescind the Lease or withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If Lender acts promptly upon notice

from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who will assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt or hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to:

If to the Landlord, to:

If to the Tenant, to:

Montgomery County Government
Department of Liquor Control
16650 Crabbs Branch Way
Rockville, Maryland, 20850

With a copy to:

Montgomery County Government
Department of General Services

101 Monroe Street, 9th Floor
Rockville, MD 20850
Attn: Director, Office of Real Estate

with a copy that does
not constitute notice to: Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the first business day following hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER:

By: _____

Printed Name: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Date: _____

TENANT:
MONTGOMERY COUNTY,
MARYLAND

By: _____

Name:

Assistant Chief Administrative

Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Cynthia Brenneman, Director
Office of Real Estate

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged herself/himself to be the managing member/authorized person of _____, and that she/he, as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as managing member/authorized person of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

46 of 50

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 20____, before me, a notary public in and for the State of Maryland, personally appeared _____, who acknowledged himself/herself to be the managing member of _____, and that he as managing member/authorized person, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself as managing member/authorized person of _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____, 20____, before me the undersigned officer, personally appeared _____, known to me to be an Assistant Chief Administrative Officer for Montgomery County, Maryland, and that she, as such Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing Agreement by signing the name of Montgomery County, Maryland by herself as Assistant Chief Administrative Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

My Commission Expires On:

EXHIBIT F
Tenant Form Estoppel
(see § 13.23)

Re: Agreement of Lease dated _____ and as amended on _____ ("Lease"), executed by and between _____ ("Landlord"), and Montgomery County Maryland, through the Department of Liquor Control ("Tenant") for leasing a certain premises containing approximately _____ (_____) square feet located within the _____ Shopping Center, with an address at _____ ("Leased Premises").

Landlord has requested that the Tenant provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced Lease. The Tenant hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" is a true, correct, and complete copy of the Lease, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Leased Premises or any part of the Leased Premises.
- (2) The Commencement Date of the Lease occurred on [date], and the current term of the Lease will continue through [date]. The Lease provides for one (1) extension of the Lease for five (5) years.
- (3) Minimum Rent has been paid through [date] and is payable in monthly installments at the annual rate of [amount]. No rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date. Tenant is obligated to pay as additional rent, its share of real estate taxes and certain expenses incurred in connection with maintenance of the common facilities of the Shopping Center.
- (4) The Tenant paid no security deposit under the terms of the Lease.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any leasehold improvements by the Landlord, and to the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the Tenant, the Tenant has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by the Tenant, the Tenant has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (7) The Tenant is not in default under the Lease.
- (8) The Tenant has no right to assign the Lease or sublet all or any portion of the Leased Premises.
- (9) Any notices to be sent to the Tenant should be sent in the form required in the Lease to:

Montgomery County, Maryland
Office of Real Estate
101 Monroe Street

9th Floor
Rockville, MD 20850

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

(10) The undersigned is duly authorized to execute this Certificate.

TENANT:
MONTGOMERY COUNTY, MARYLAND, a body corporate and
politic

By: _____
Name:
Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Cynthia Brenneman, Director
Office of Real Estate